

## **AGREEMENT**

This Agreement, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the City of Hialeah (hereinafter referred to as the “City”), and the Hialeah Civil Service Employees Association-AFSCME Local 161 (hereinafter referred to as the “Union”). The term of this Agreement shall be from October 1, 2017, through September 30, 2020. This Agreement was ratified and approved by the City Council of the City of Hialeah pursuant to Hialeah, Fla., Resolution \_\_\_\_\_.

## **PREAMBLE**

WHEREAS, it is recognized by the parties hereto that the declared public policy of the State of Florida and the purpose of Part II, Chapter 447, Florida Statutes, is to provide statutory implementation of Section 6, Article 1 of the Constitution of the State of Florida and to promote harmonious and cooperative relationships between City Government and its employees, both collectively and individually, and to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions of City Government; and

WHEREAS, it is the intention of the parties to this Agreement to set forth their entire Agreement with respect to matters within the scope of negotiations;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties do agree as follows:

## **ARTICLE 1**

### **RECOGNITION**

#### **Section 1.**

Pursuant to and in accordance with all applicable provisions of Chapter 447, Florida Statutes, 1974, as amended, the City recognizes the Union as the exclusive bargaining representative for all employees included in the Bargaining Unit.

#### **Section 2.**

The Bargaining Unit is defined as composed of those positions recognized by the Florida Public Employees' Relations Commission in Certificate No. 1336, and subsequent amendments.

Both parties recognize that any change to the Bargaining Unit would require a proper amendment approved in accordance with applicable law.

## **ARTICLE 2**

### **REPRESENTATION OF THE UNION**

The President of the Union, and/or the person or persons designated by said President, shall have full authority to conclude an Agreement on behalf of the Union, subject to a ratification vote of members of the Bargaining Unit. It is understood that the Union President and/or his/her designee is the official representative of the Union for the purpose of negotiating with the City. Negotiations entered into with persons other than those as defined herein, regardless of their position or association with the Union, shall be deemed unauthorized and shall have no weight or authority in committing or in any way obligating the Union.

## **ARTICLE 3**

### **REPRESENTATION OF THE CITY**

The City shall be represented by the Mayor, or a person or persons designated in writing to the Union by the Mayor. The Mayor or his/her designated representative(s) shall have full authority to conclude an agreement on behalf of the City, subject to ratification by an official resolution of the City Council.

It is understood that the designated representative(s) of the City are the official representatives for the purpose of negotiating with the Union. Any negotiations entered into with persons other than those defined herein, regardless of their position or association with the City, shall be deemed unauthorized and shall have no weight or authority in committing or in any way obligating the City.

## **ARTICLE 4**

## **UNION/CITY CONFERENCES**

### **Section 1.**

Counsel or advisors to representatives of the Union or the City may, at the will of either, attend any conference or meeting between the Union and the City.

### **Section 2.**

The President, or his/her designee, shall be allowed time off without loss of pay or emoluments, from his/her regular employment when necessary to attend meetings of the City Council, City of Hialeah Retirement Board, or City of Hialeah Personnel Board.

### **Section 3.**

Three (3) employee representatives, who shall be members of the Bargaining Unit, shall be permitted to attend negotiating sessions while on duty with no loss of pay or emoluments, provided that the Human Resources Department is notified at least seventy-two (72) hours in advance of the names of the three (3) individuals.

## **ARTICLE 5**

## **LABOR/MANAGEMENT COMMITTEE**

### **Section 1.**

The City agrees to meet with the Union to discuss Labor/Management issues.

### **Section 2.**

The Union shall be represented by the Union President and/or any other Bargaining Unit members considered necessary by both parties.

### **Section 3.**

These meetings will take place during working hours with no loss of pay.

### **Section 4.**

All Labor/Management Committee Meetings will be electronically recorded with said tapes retained for a minimum of two (2) years. Tapes shall be available to both parties equally.

## **ARTICLE 6**

## **MANAGEMENT RIGHTS**

### **Section 1.**

The Union agrees that the City has and will continue to retain, whether exercised or not, the right to operate and manage its affairs in all respects; that the powers or authority which the City has not officially abridged, deleted or modified by the express provisions of this Agreement are retained by the City. The rights of the City, through its management officials, shall include, but shall not be limited to: the right to determine the organization of City Government; to determine the purpose of each of its constituent departments; to exercise control and discretion over the organization and efficiency of operations of the City; to set standards for service to be offered to the public; to direct the employees of the City, including the right to assign work and overtime, to hire, examine, classify, promote, train, transfer, assign, and schedule employees in positions with the City; to suspend, demote, discharge, or take other disciplinary action against employees for proper cause; to increase, reduce, change, modify or alter the composition and size of the workforce, including the right to relieve employees from duties because of lack of work or funds; to determine the location, methods, means, and personnel by which operations are to be conducted, including the right to determine whether goods or services are to be made or purchased; to establish, modify, combine or abolish job pay positions; to change or eliminate existing methods of operations, equipment or facilities; to determine the methods, means and number of personnel needed or desirable for carrying out the City's mission and to direct the workforce.

### **Section 2.**

The City has the sole authority to determine the purpose and mission of the City and to prepare and submit budgets to be adopted by the City Council.

### **Section 3.**

The City shall enforce and comply with the provisions of the Agreement so as not to violate the City Charter or the existing Civil Service Rules and Regulations.

### **Section 4.**

Those inherent managerial functions, prerogative and policy making rights that the City has not expressly modified or restricted by a specific provision of the Agreement are not in any way, directly or indirectly, subject to the Grievance Procedure contained herein.

**Section 5.**

Delivery of municipal services in the most efficient, effective and courteous manner is of paramount importance to the City of Hialeah. Such achievement is recognized to be a mutual obligation of both parties within their respective roles and responsibilities.

**ARTICLE 7**

**NO STRIKE**

**Section 1.**

"Strike" means the concerted failure to report for duty, the concerted absence of employees from their positions, the concerted abstinence in whole or in part by any group of employees from the full and faithful performance of their duties of employment with the City, participation in a deliberate and concerted course of conduct which adversely affects the services of the City, picketing or demonstrating in furtherance of work stoppage, either during the term or after the expiration of the Collective Bargaining Agreement.

**Section 2.**

Neither the Union nor any of its officers, agents and members, nor any bargaining unit member covered by this Agreement will instigate, promote, sponsor, engage in or condone any strike, sympathy strike, slowdown, sick-out or concerted stoppage of work.

**Section 3.**

Each employee who holds a position with the Union occupies a position of special trust and responsibility in maintaining and bringing about compliance with this Article and the strike prohibition in Florida Statutes, Section 447.505 and the Constitution of the State of Florida, Article 1, Section 6. Accordingly, the Union, its officers, stewards and other representatives agree that it is their continuing obligation and responsibility to abide by the provisions of this Article and the Law by remaining at work during any strike.

**Section 4.**

Any or all employees who violate any provision of this Article or the Law prohibiting strikes may be dismissed or otherwise disciplined by the City.

**ARTICLE 8**

## **TERM OF AGREEMENT**

### **Section 1.**

This Agreement, after having been first executed by both parties in accordance with applicable Florida Statutes and PERC regulations, and after having been imposed in accordance with applicable Florida Statutes and PERC regulations, shall become effective on October 1, 2017 after ratification by the Union and the acceptance of this Agreement by the City Council except as provided otherwise herein, and shall continue in full force and effect until 11:59 p.m., September 30, 2020.

### **Section 2.**

It shall automatically be renewed from year-to-year thereafter unless either party shall have notified the other in writing not later than April 1st, of year the contract is slated to end, that it desires to modify the Agreement with negotiations to begin not later than May 31st, of said year. Such notification shall include a list of proposals that shall inform the other party of the items they desire to negotiate. The remainder of the Agreement shall remain in full force and effect and automatically be renewed from year to year.

## **ARTICLE 9**

### **NOTICE**

#### **Section 1.**

The City agrees to provide to the Union President or his/her designee the following: Agendas of Regular and Special City Council Meetings (except where exempt by applicable law), Regular and Special Retirement Board Meetings, Regular and Special Personnel Board Meetings and Hearings, Regular and Special Safety Committee Meetings, Regular and Special Council Committee Meetings, and the Minutes of Regular and Special City Council Meetings (except where exempt by applicable law), Regular and Special Retirement Board Meetings, Regular and Special Personnel Board Meetings and Hearings, Regular and Special Safety Committee Meetings, and Regular and Special Council Committee Meetings.

#### **Section 2.**

Notices shall be placed in a box, to be provided for the Union, and to be located at a site in City Hall designated by the City, at least forty-eight (48) hours prior to scheduled meeting time,

unless the meeting is scheduled with less than 48 hours notice, in which case notice will be placed in the box, as soon as reasonably practicable.

**Section 3.**

The City will give where possible, advance notice of Insurance Committee Meetings when the meetings concern health insurance issues for the Unit.

**ARTICLE 10**  
**NO DISCRIMINATION**

**Section 1.**

The City and the Union agree that the provisions of the Agreement shall be applied equally to all employees in the Bargaining Unit without discrimination as to age, sex, marital status, race, color, creed, national origin, religious, political affiliation or disability in accordance with applicable federal and state law.

**Section 2.**

All references in the Agreement to the gender of employees shall be construed to include all employees.

**Section 3.**

The Union and the City recognize Affirmative Action Programs, the Americans With Disabilities Act and the Family and Medical Leave Act, as they pertain to the City of Hialeah. Subject to collective bargaining rights, the Union and the City agree to cooperate in the development of Affirmative Action Programs for employees within the unit.

**Section 4.**

The parties agree not to interfere with the right of the employees to join or not join the Union, and there shall be no discrimination, interference, restraint or coercion by the City or Union because of Union membership or non-union membership.

**ARTICLE 11**  
**BULLETIN BOARDS**

**Section 1.**

The City shall provide bulletin board space, which shall be used for the following notices:

- A. Recreation and special affairs of the Union

- B. Union Meetings
- C. Union Elections
- D. Reports on Union Committees
- E. Copy of Union Contract
- F. Union Benefits Programs
- G. Training and Educational Opportunities
- H. Official Union Newspaper

**Section 2.**

Notices posted on these bulletin boards shall not contain anything reflecting adversely on the City, or any of its officers or employees; nor shall any posted material violate any law, rule or regulations.

**Section 3.**

The City shall provide a maximum of seventeen (17) bulletin boards, one (1) each at the following locations:

- |  |   |
|--|---|
| 1. Fleet Maintenance (employee lounge area)  | 9. J.F.K. Library lounge area)                                    |
| 2. Solid Waste                               | 10. Water and Sewer Dept. (office)                                |
| 3. City Hall Lounge Area                     | 11. Water and Sewers Department (Maintenance)                     |
| 4. Police Administration Building            | 12. Streets Department (Time Clock Area)                          |
| 5. Parks and Recreation (Time Clock Area)    | 13. Fire Administration Building (3 <sup>rd</sup> Floor Mailroom) |
| 6. Milander Park (Equipment Room/Staff Area) | 14. Police Communications Building                                |
| 7. Goodlet Park (Equipment Room/Staff Area)  | 15. Buckydent Park (Equipment Room/Staff Area)                    |
| 8. Police Substation 4 (Break Room)          | 16. Babcock Park (Equipment Room/Staff Area)                      |
|  | 17. Police Substation 5 (Break Room)                              |



**ARTICLE 12**  
**DUES CHECKOFF**

**Section 1.**

During the term of this Agreement, the City agrees to deduct Union membership dues and uniform assessments, if any, in the amount established by the Union and certified in writing by the Union President or Treasurer to the City from the pay of those employees in the Bargaining Unit who individually make such request to the City on a written checkoff authorization form provided by the City. Such deduction will be made by the City when other payroll deductions are made and will begin with the pay for the first full pay period following receipt of the form. Any further assessment or increase in dues shall be submitted to the City in writing at least thirty (30) days prior to its effective date.

**Section 2.**

This Article applies only to the deduction of membership dues and uniform assessment, if any, and shall not apply to the collection of any fines, penalties or special assessments.

**Section 3.**

The City agrees to provide the Union with the two (2) copies of the computer printout of all employees participating in the dues check off program at the time of submitting the deducted dues and uniform assessments to the Union. Deductions of dues and uniform assessments, if any, shall be remitted by the City to the duly authorized representative as designated, in writing, by the Union, no later than during the week following the bi-weekly deduction.

**Section 4.**

In the event an employee's salary earnings within any pay period, after deductions for Withholding, Social Security, Retirement, Group Health Insurance, and other priority deductions, are not sufficient to cover dues and any uniform assessments, it will be the responsibility of the Union to collect its dues and uniforms assessment for that pay period directly from the employee.

**Section 5.**

Deductions for Union dues and/or uniform assessments shall continue until either: (1) revoked by the employee by providing the Union with thirty (30) days written notice that he is terminating the prior check off authorization; (2) the voluntary or involuntary termination of the unauthorized employee; (3) the transfer, promotion or demotion of the authorizing employee out of the Bargaining Unit; or (4) the revocation of suspension of dues deduction as certified by the

duly authorized Union representative. In the event of either (2) or (3) above in this section, the City would notify the Union of the termination of dues deductions for said employees.

**Section 6.**

The Union shall indemnify and hold the City, its officers, officials, agents and employees harmless against any claim, demand, suit, liability (monetary or otherwise) or legal costs arising from any action taken or not taken by the City, its officials, agents and employees in complying with this Article.

**Section 7.**

It is understood by both parties to this Agreement, that the dues checkoff provisions include all deductions and payments being made for the Union.

**Section 8.**

There shall be no more than two (2) changes in the amount of the certified deduction per calendar year as certified by the appropriate Union President or Treasurer.

**ARTICLE 13**

**EXISTING RULES**

Any alterations or amendments to Departmental Rules, Regulations, Policies or Procedures, shall be presented to the Union fifteen (15) calendar days prior to taking effect.

**ARTICLE 14**

**GRIEVANCE PROCEDURE**

It is the policy of the City and the Union to encourage discussion on an informal basis. Such discussion should be held with a view to reaching an understanding that will resolve the matter in a manner satisfactory to the parties, without need for recourse to the written Grievance Procedure; provided, however, that resolution of a grievance is consistent with the terms of this

Agreement. No discussion between an employee and the City under the provision of this Article, and prior to the filing, in writing, of a grievance, shall, however, serve to operate as an election of remedies as per Article 15, Discharge and Discipline.

#### **Section 1.**

It is agreed to and understood by both parties that there shall be a procedure for the resolution of grievances. The Union has the right not to process grievances of employees who are not dues paying members of the Union. It is agreed that the Union reserves the exclusive right to process grievances at any step of the grievance procedure, including arbitration. Any member of the bargaining unit may process a grievance through representation of his/her own choosing. If a bargaining unit member processes his/her own grievance, the Union shall be sent a copy of all grievances, written responses and participate as an interested party to assure that the grievance is resolved in accordance with the provisions of this contract. The Union accepts its duty of fair representation but retains its right to preclude the processing of non-meritorious grievances through the steps of this grievance procedure, inclusive of arbitration.

#### **Section 2.**

A grievance is any dispute, controversy or difference between (a) the parties, or (b) the City and an employee or employees on any issue with respect to the interpretation or application of this Contract. Any grievance not conforming to the provisions of this paragraph shall be denied.

#### **Section 3.**

Nothing in this Article or elsewhere in this Agreement shall be construed to permit the Union to process a grievance (a) on behalf of any employee without consent, or (b) with respect to any matter which is the subject of a grievance, appeal, administrative proceeding, or judicial/quasi-judicial proceeding before any governmental board, agency, or court brought by an individual employee or group of employees, or by the Union. It is further agreed by the Union that employees covered by this Agreement shall make an exclusive election of remedies available to them. Selection of redress other than through the Grievance Procedure contained herein shall preclude the aggrieved party or parties from utilizing the Grievance Procedure for the adjustment of a grievance.

#### **Section 4.**

Any grievance not processed by the aggrieved or his/her representative in accordance with the time limits provided for in this Article, except as mutually extended as provided herein, shall

be considered conclusively abandoned. Any grievance not answered by Management within the time limits provided for in this Agreement and not mutually extended as provided herein shall automatically advance to the next higher step of the Grievance Procedure. Time limits can only be extended by mutual agreement of the Union and management in writing.

**Section 5.**

Where a grievance is general in nature in that it applies to a number of employees having the same issue to be decided, or if the grievance is directly between the Union and the City, it shall be presented directly to the Mayor at Step 4, within thirty (30) calendar days of the occurrence which gave rise to the grievance, and signed by the aggrieved employees or the Union representative on their behalf. Submission of this general grievance shall serve as an election of remedies.

**Section 6.**

A grievance shall be processed in accordance with the following procedure:

**Step 1.** The Union and/or the aggrieved employee shall file a written grievance with their Department/Division head within thirty (30) calendar days of the occurrence that gave rise to the grievance. The grievance must be on the grievance form.

**Step 2.** Within thirty (30) calendar days of the receipt of the grievance, the Department/Division head shall respond to the Union and the aggrieved employee, when the employee is proceeding without Union representation.

**Step 3.** If not resolved at Step 2, the grievance and the Department/Division head's response will be served by the Department/Division Head on the Human Resources Director within ten (10) calendar days, at which time a labor/management conference will be scheduled comprised of not more than three (3) representatives from the City and three (3) representatives from the Union. The labor/management meeting shall be held as soon as practicable. If a labor/management conference is not scheduled within thirty (30) calendar days either party shall have the option of moving to the next Step.

**Step 4.** If the issue is not resolved at the labor/management step, a grievance appeal may then be filed within thirty (30) calendar days with the Mayor, who shall have thirty (30) calendar days to respond.

**Step 5.**

- 5.1. If the grievance is not resolved at Step 4, the party desiring arbitration shall request in writing, within fifteen (15) calendar days of when the Mayor's response was due, a panel of arbitrators from the Federal Mediation and Conciliation Services ("FMCS"). Should a panel not be requested within such time-frame, the grievance shall be considered abandoned. The City will pay 50% of the initiation fee of grievances filed with the Federal Mediation and Conciliation Services ("FMCS"), not to exceed \$500.00 for each year. A copy of the request for a panel shall simultaneously be sent to the other side. Either party may unilaterally reject one panel and request a replacement panel at its own expense. The party requesting arbitration shall be the first to strike a name. The parties shall then alternately strike names until one name remains, which shall be the name of the arbitrator. The parties may agree to select an Arbitrator by mutual consent.
- 5.2. The arbitration shall be conducted under the rules of the Federal Mediation and Conciliation Services ("FMCS"), subject to the following: the arbitrator shall not have jurisdiction and authority to change, amend, add to, subtract from or otherwise alter or supplement this Agreement or any part thereof or any amendment thereto; the arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration or which is not a grievance as defined in this Agreement; or which is not specifically covered by this Agreement; nor shall this Collective Bargaining Agreement be construed by an arbitrator to supersede applicable laws in existence at the time of the signing of this Agreement.
- 5.3. The arbitrator may not issue declaratory or advisory opinions and shall confine himself/herself exclusively to the question, which is presented to him/her, which question must be actual and existing.
- 5.4. The fee and expenses of the arbitrator shall be paid by the party who loses the appeal to arbitration, except as provided below. Each party shall fully bear its own costs regarding witnesses and representation. In the event the parties agree to schedule more than one case on a given day or on multiple

days, then the fees and expenses of the arbitrator shall be shared equally by the parties. The parties agree that where multiple cases are to be heard by one arbitrator, the parties agree to identify those cases thirty (30) calendar days in advance of any arbitration hearing.

- 5.5. Copies of the award of the arbitration made in accordance with the jurisdiction or authority under this Agreement shall be furnished to both parties within thirty (30) calendar days of the hearing and shall be final and binding on both parties.

## **ARTICLE 15**

### **DISCIPLINE AND DISCHARGE**

#### **Section 1.**

In cases where it becomes necessary to discharge or otherwise discipline any employee covered by this Agreement, a representative of management shall give notice of discipline to the employee. Such notice of discipline shall be confirmed in writing to the employee and the Union within fifteen (15) calendar days following the day of discharge or imposition of discipline, excluding Saturdays, Sundays, holidays and the day of occurrence.

#### **Section 2.**

If an appeal of any discipline, discharge, suspension or reduction is filed with the Personnel Board by an individual entitled to such appeal under the Charter and/or in accordance with the Board's Rules and Regulations, such appeal shall be an election of remedies and shall waive any right on the part of the employee or the Union to file or process a grievance under the terms of this Agreement protesting such discharge or other disciplinary action and shall be filed within fifteen (15) calendar days of receipt of written notice. If such grievance is to be filed in accordance with the terms of the Grievance Procedure Article, as contained in this Agreement, it shall commence in Step 4 of said procedure and shall be filed within thirty (30) calendar days of the written notice of discipline, discharge, suspension or reduction.

#### **Section 3.**

An employee who has made an election of a particular remedy regarding adverse disciplinary action (i.e. Civil Service Appeal or Grievance Procedure), and who subsequently has his appeal or grievance dismissed on the basis of untimeliness, or for any other procedural error,

shall nonetheless, have been considered to have elected his remedy and shall not be entitled to use any of the other resolution procedures.

**Section 4.**

Employees who have not been certified to the classified service may be dismissed during a probationary period without cause. These employees, however, shall be entitled, after the first six (6) months of the probationary period, to a written reason why they are being discharged, however, they will not be able to grieve this item under the grievance procedure.

**ARTICLE 16**

**EMPLOYEE EVALUATION**

**Section 1.**

All employees covered by this Agreement will be evaluated utilizing the appropriate evaluation forms as deemed appropriate by the City.

**Section 2.**

Employees rated will be given a copy of the evaluation rating. Only notice of below acceptable and unacceptable evaluations will be forwarded to the Union President. Any employee who has been continuously employed by the City for a least twelve (12) months immediately prior to being rated below acceptable by Management will be given a reasonable opportunity, not less than three (3) months, nor more than nine (9) months, to improve to an acceptable rating level before any disciplinary action may be taken against the employee. If an employee is rated below acceptable in the third trimester of a nine (9) month promotional probationary period, his/her probation may be extended up to three (3) months to allow the employee an opportunity to improve to an acceptable rating.

**Section 3.**

Should an employee feel the merit step denial was incorrect, the employee may grieve the denial consistent with the grievance procedure. However, any such grievance shall be consolidated with any discipline appeal should the employee be removed, suspended or reduced in grade because of the evaluation. Employees with less than one (1) year of service at the time of the

evaluation will not be able to grieve this item beyond Step 4 of the Grievance Procedure pursuant to Article 14.

## **ARTICLE 17**

### **WORKING OUT OF CLASSIFICATION**

#### **Section 1.**

No employee covered by this Agreement shall be required to work outside his classification, except under emergency conditions as determined by the Mayor and/or Department Head or anyone legally acting in either of these capacities. The City agrees to notify the Union of any changes in the job description of any classification in the Bargaining Unit prior to taking effect. It is understood, however, by both parties to this Agreement, that the job descriptions are to continue to be interpreted consistent with the purpose and intent of the job descriptions.

#### **Section 2.**

When it becomes necessary for an employee to work out of classification for more than three (3) consecutive full days of actual work, excluding approved vacation and/or compensatory time leave and sick leave where a doctor's note is provided, the City agrees to assign out of classification pay, of 10% over their regular classification base rate of pay, retroactive to the first day the employee worked out of class. The City agrees it will not remove and reassign an employee working out of classification for the purpose of avoiding payment that a classification pays to that individual and then reassigning another employee to work out of classification or reassigning the same individual so as to prevent three (3) consecutive days of working out of classification.

#### **Section 3.**

The City agrees not to work any individual employee out of classification status for more than nine (9) months total during the term of this Agreement. The Union recognizes the City's right to continue out of classification for a position for more than a nine (9) month period, in the event the employee regularly occupying the position is on maternity, disability, medical or military service leave and the employee is expected to return to employment.

## **ARTICLE 18**

### **NOTICE OF TRANSFER OR SCHEDULE CHANGE**



If a transfer or change in an employee's regular schedule means a change in hours or days off, the employee shall be notified no less than ten (10) calendar days prior to the transfer or change in scheduling in order to enable the employee to arrange for the orderly change. The ten (10) day notice requirements may be waived by mutual consent of the parties, or by the City based on operation necessity. A change in an employee's time off for lunch does not constitute a schedule change that requires a ten (10) calendar day notice.

## **ARTICLE 19**

### **CALL BACK PAY**

When it is necessary for the Department/Division to require Bargaining Unit employees to return to work, not on their regular assigned shift, the City agrees to compensate the employees for a minimum of three (3) hours pay at the established rate of one and one-half (1 1/2) times his biweekly pay rate converted to an hourly rate or three (3) hours compensatory time at time and one-half, i.e. four and one-half (4 1/2) hours. The City reserves the right to require the employee to remain at a worksite or on call for the entire (3)-hour call back time period.

## **ARTICLE 20**

### **JURY DUTY**

#### **Section 1.**

All Full-Time Temporary and Civil Service employees shall be paid for actual working time lost when called to serve on jury duty. Such employees shall be paid at their regular hourly rate for all working time lost.

#### **Section 2.**

No Civil Service or Full-Time Temporary employee will be required to surrender jury duty pay received from the Court in order to receive full City pay under these provisions.

#### **Section 3.**

No Civil Service employee or Full-Time Temporary employee who serves four (4) hours or more of jury duty shall be required to work that day if said employee is in fact scheduled as a regular workday to work on said day. If an employee is released from jury duty less than four (4) hours after reporting, the employee will be required to return to his/her place of duty for the remainder of the shift, or if the employee has not started his/her shift, the employee will be required

to report to his/her shift at the normal starting time. The employee must provide written proof of dates of jury service upon returning to work.

#### **Section 4.**

No employee who volunteers for jury duty will be compensated under the provisions of this Article.

### **ARTICLE 21**

#### **BEREAVEMENT LEAVE**

##### **Section 1.**

Any Civil Service employee shall, in the case of death in the immediate family, be given, at the employee's request, four (4) working days off with pay to attend the family member's funeral services.

The immediate family is constituted to mean the following:

Father, Step-Father, Mother, Step-Mother, Sister, Step-Sister, Half-Sister, Brother, Step-Brother, Half-Brother, Husband, Wife, Child, Step-Child, current Father-in-law, current Mother-in-law, current Son-in-law, current Daughter-in-law, Grandchild and Grandparents of the employee, and may also include any other person who was an actual member of the employee's household.

##### **Section 2.**

Any Full-Time Temporary employee, after ninety (90) calendar days of continuous employment, shall be eligible for Bereavement Leave, not to exceed three (3) working days under the same conditions as prescribed for Civil Service employees in Section 1.

##### **Section 3.**

Employees must submit proof of death, and proof of household membership for any person who was an actual member of the employee's household if applicable, with the report of leave within five (5) working days of returning to work, in order to receive compensation. In lieu of a death certificate, an employee may submit a newspaper account showing the death and relationship of the deceased to the employee and/or other appropriate criteria, e.g., funeral home program, as deemed appropriate by the Human Resources Department.

### **ARTICLE 22**

## **MILITARY TRAINING LEAVE**

### **Section 1.**

All employees who are either reserve officers or enlisted personnel in the U.S. Army Reserve, U.S. Naval Reserve, U.S. Marine Corps. Reserve, U.S. Coast Guard Reserve, U.S. Air Force Reserve, or Florida National Guard, shall be entitled to leave of absence from their respective duties without loss of pay, time efficiency rating or Civil Service seniority credits on all days during which they shall be engaged in field or Coast defense exercises or other training ordered under the provisions of the U.S. Military or Naval Training regulations; provided that leaves of absence granted as a matter of legal right under the provisions of this Section shall not exceed seventeen (17) days in any one calendar year.

### **Section 2.**

Request for military leave shall be submitted thirty (30) days prior to the desired leave. When notice by the Federal Government is given in less than thirty (30) days, the employee is obligated to turn said notice in immediately.

## **ARTICLE 23**

### **OFF-DUTY INJURIES**

The City has no duty to accommodate any employee who has sustained an off-duty injury not covered by the Americans with Disabilities Act. No employee shall have the asserted right to continue in light-duty status for an off-duty injury not covered by the Americans with Disabilities Act. The City reserves the option to accommodate an employee who has sustained an off-duty injury.

## **ARTICLE 24**

### **SICK LEAVE**

### **Section 1.**

The parties agree that care and discretion shall be exercised by Management and the Union in order to prevent the abuse of sick leave privileges. Excessive absences on account of trivial indispositions must be discouraged. "Excessive absences" are defined as sick leave usage in excess of sixty (60) hours in a consecutive twelve (12) month period without medical certification that

the employee was unable to work, or provide written proof from a medical facility that the employee attempted to obtain an appointment, but was unable to do so.

This documentation must be provided within five (5) days of the employee's return to work. After exceeding the sixty (60)-hour cap referenced above, discipline appeals will only be permitted when based on discrepancies in the number of hours used or whether the medical documentation was provided, as required. Sick leave used when the City shuts down all or a portion of its operations, or employees are otherwise requested not to report to work, will not be taken into account in calculating excess absences. For the purposes of this Article, the consecutive twelve (12) month period shall commence on each October 1, and continue for a twelve (12) month period, and every consecutive twelve (12) month period thereafter.

Failure to provide documentation will result in the following:

60.1 – 67.5 hours	oral counseling
67.6 – 75.0 hours	written reprimand and removal from voluntary overtime roster [passed over for two (2) overtime opportunities]
75.1 – 82.5 hours	three (3) day suspension
82.6 – 90 hours	ten (10) day suspension
90.1 hours or more	termination

When an employee reaches sixty (60) hours of undocumented sick leave, which does not include personal sick leave time, they forfeit their right to request the use of personal sick leave for the balance of the calendar year. The use of personal sick leave must be pre-approved.

A. Progressive Discipline - Any employee receiving discipline, pursuant to Section 1 above, in consecutive years, shall be subject to having the prior year's discipline carried over for purposes of progression. For example: An employee receiving the second step discipline in one (1) calendar year shall commence the next discipline in a consecutive year at the 3<sup>rd</sup> offense step. Discipline in a third consecutive year would commence at the 4<sup>th</sup> step offense, assuming no greater level than a 3<sup>rd</sup> step offense was reached in the prior year.

B. If discipline is carried over pursuant to paragraph A above resulting in Step 4 discipline, an employee will be required to serve a twenty (20)-day suspension prior to termination.

**Section 2.**

Permanent Bargaining Unit employees may be allowed to accrue one (1) full working day (7 1/2 hours) sick leave per month, provided that the employee is in pay status at least fifteen (15) days per month.

**Section 3.**

Employees in probationary status and/or temporary employees will accrue sick leave in accordance with Section 2. However, no sick leave with pay shall be used during the employee's first ninety (90) working days.

**Section 4.**

In order to receive sick leave with pay, an employee must take steps to notify his/her immediate supervisor or the person designated by the Department Head to receive such notice of illness within thirty (30) minutes after the time scheduled for the beginning of the employee's daily duties. Notwithstanding the above, employees assigned to Police and Fire Communications shall notify their supervisor or designee at least one (1) hour before their scheduled shift. Employee absences of more than three (3) days shall require medical documentation that the employee was unable to perform their duties, in order for the employee to receive compensation for this absence.

**Section 5.**

Employees shall be paid upon separation, a percentage of the value of their sick leave bank based upon their total years of service as provided below:

YEARS	PAYOFF PERCENTAGE
0 - 4	0%
4 years + 1 day – 6 years	20%
6 years + 1 day – 8 years	40%
8 years + 1 day – 10 years	60%
10 years + 1 day or more	100%

Employees whose employment has been terminated for cause shall not be entitled to receive any of the value of their sick leave bank.

**Section 6.**

- A. For employees hired on or before December 12, 2000, the total number of hours in an employee's sick leave bank at time of separation shall be multiplied by the employee's hourly rate, at the time of separation and shall be paid out to the employee based upon the appropriate percentage, given the employee's years of service as of the date of separation.
- B. For employees hired after December 12, 2000, the hours in the employee's sick bank at time of separation shall be paid at the rate at the time the sick leave was earned and shall be paid out to the employee based upon the appropriate percentage, given the employee's years of service as of the date of separation.

#### **Section 7.**

In the event of an employee's permanent disability or death, 100% of their sick leave shall be paid to the employee or their estate, in accordance with the time bank provisions set forth in Section 6.

#### **Section 8.**

Leave taken for certain family and medical reasons shall be granted for eligible employees, pursuant to the Family Medical Leave Act of 1993, as amended ("FMLA"), subject to all conditions of the Act.

#### **Section 9.**

Any employee who has accumulated at least 450 hours of unused sick leave as of December 31<sup>st</sup> of the previous year shall be paid fifty percent (50%) of their unused sick leave time over the 450 hours, not to exceed a payout of 300 hours per year. Employees have the option of directing the City to deposit the funds in the employee's Deferred Compensation Account, up to the maximum amount allowed by law.

The City shall pay the employee no later than the Friday after the first payday in September, provided funds are available, as determined by Administration.

#### **Section 10.**

No employee shall accept outside employment of any kind or nature whatsoever during the employee's normal working hours or shift, nor engage in any form of self-employment while on sick leave.

**ARTICLE 25**  
**LINE OF DUTY INJURIES**

**Section 1.**

An employee who sustains a job connected injury and who has been determined to be entitled to receive benefits in accordance with the applicable City Code provision, shall be carried in full pay status and eligible to receive up to 100% of their salary at the time of the injury, less any money received for Workers' Compensation benefits for a period not to exceed twenty-six (26) weeks.

**Section 2.**

If the injury renders the employee disabled from performing the employee's duties in the classified service beyond the twenty-six (26) weeks referred to in Section 1, the employee shall receive an amount of money equal to seventy-five percent (75%) of the employee's salary at the time of injury, less any money received for Workers' Compensation or Retirement benefits, for an additional seventy-eight (78) weeks.

**Section 3.**

An employee who has sustained a job connected injury, has been approved to receive disability retirement benefits from the City of Hialeah Retirement System, and who is unable to perform any work for the City after the seventy-eight (78) week period referenced in Section 2 will be eligible to continue to receive seventy-five percent (75%) of the employee's salary at the time of the injury, less any money received for Workers' Compensation and any benefits derived from the Retirement System, for an indefinite period or time.

**Section 4.**

All employees, who are receiving benefits for twenty-six (26) weeks past their on-the-job injury (100% of salary) shall continue to earn and accrue full leave credits as long as the employee is carried in pay status under Section 1.

**Section 5.**

Any employee denied entitlement to disability benefits, pursuant to this Article, shall have the right to grieve such denial under Article 14, Grievance Procedure, of the Collective Bargaining Agreement.

#### **Section 6.**

If an employee files a lawsuit against the City regarding the accident giving rise to the disability, then the benefits provided in Line of Duty Injuries, Article 25, shall be suspended pending determination of said litigation.

#### **Section 7.**

The insurance premium of an employee receiving benefits, pursuant to City Code Section 70-67 (formerly Section 24-14) shall be the same as an active employee, until one hundred and four (104) weeks of benefits are exhausted (initial 26 weeks plus additional 78 weeks). After 104 weeks, employees who have not been accepted/classified permanently and totally disabled, in accordance with requirements of Florida Workers' Compensation Law, shall be responsible for the full cost of health insurance of any dependent coverage.

#### **Section 8.**

An employee diagnosed as permanently and totally disabled as a result of an in-line-of-duty accident/injury, who is unable to perform any work for the City, notwithstanding any reasonable accommodations made for that employee's particular disability, or who has been receiving disability benefits for one hundred and four (104) weeks shall be required to submit an application and complete the process, including, but not limited to attending scheduled doctor(s) appointment(s) for disability retirement.

#### **Section 9.**

Any employee who fails to comply with the requirement to submit an application and complete the process for disability retirement or any and all other regulations, including but not limited to statutory obligations under the Florida Workers' Compensation Law, including complying with doctor mandated work restrictions, with respect to their job connected injury, shall have the employee's benefits suspended, pursuant to this Article and/or the applicable Code provision, pending compliance. If at the end of the one hundred and four (104) weeks the employee has not complied with the requirements for disability retirement as set forth in Section 8 above, the employee's benefits under this Article will be forfeited.

#### **Section 10.**

An employee, who retires from the City on a disability retirement, shall continue to pay the active group health insurance rate for group health insurance coverage (single dependent and/or family coverage), if the employee desires such coverage, only if the retiree is on a disability



retirement for line-of-duty injuries elects to receive a service pension under 70-238 up to a maximum of 66 2/3 percent of the average compensation of three years of membership service that represents three individual years of the highest annual salary to which an annuity contribution has been paid to the Retirement System. An employee, who retires from the City on disability for line-of-duty injuries, who elects to a service pension under 70-238, up to a maximum of 75 percent of the average compensation of three years of membership service that represents three individual years of the highest annual salary, to which an annuity contribution has been paid to the Retirement System, shall pay the full insurance premium for group health insurance coverage (single dependent and/or family coverage), if the employee desires such coverage. In no event will the employee pay more for the health insurance coverage offered pursuant to the Union contract, than an employee covered by Section 70-240(e), as amended, pays for health insurance coverage, except as modified by Section 7. Upon being eligible for and enrolling in Medicare Part A and Part B coverage, the City will pay the full cost of the retiree only.

#### **Section 11.**

Nothing in this Article prevents the City from making accommodations for employees, who may otherwise be eligible to received disability retirement benefits. The City specifically reserves the right to accommodate any employee who has sustained an injury in the line of duty. Any employee who refuses to accept an accommodation offered to them by the City shall not be entitled to receive disability benefits pursuant to the City Code. Nothing in this section notwithstanding, no employee shall have the asserted right to continue in light duty status.

### **ARTICLE 26**

#### **STANDBY PAY**

#### **Section 1.**

Any employee who is requested to be on standby shall receive two (2) hours straight time compensation for each day the employee is requested to be on standby, in addition to the Call Back minimum in Article 19.

#### **Section 2. Water and Sewers Department**

Any employee who is requested to be on standby shall receive two (2) hours straight time compensation for each day the employee is requested to be on standby. These employees shall not be entitled to the call back minimum in Article 19.

## **ARTICLE 27**

### **FURLOUGHS**

Pursuant to Florida Statutes § 447.209, the City may furlough any full-time employee in any manner it chooses, provided that such furloughs are unpaid, and further provided that part-time employees working at least 30 hours a week bear their proportionate share of furlough time.

## **ARTICLE 28**

### **VOTING**

The City agrees to allow each employee who is a registered voter, no more than one hour of the employee's normal work day, with pay, to go to the polls to vote in each general and local election, as determined by the Department/Division head in order to minimize disruption of department operations. Voting time will be scheduled in a manner compatible to the normal work schedule. Voting time shall not be used for any purpose other than voting. No time off will be given to those employees who elect to vote absentee.

## **ARTICLE 29**

### **PROMOTIONAL PROCEDURES**

#### **Section 1.**

It will be the responsibility of the Human Resources Department to notify the President of the Union of any vacancies existing within the classified service, within thirty (30) days of the occurrence of the vacancy, or prior to filling the vacancy, whichever occurs first.

All budgeted vacancies created in the classified service of this City, if they are to be filled, will be filled from a bonafide eligibility list. Said list will have been created by the giving of a test for the position required as specified in the Civil Service Rules and Regulations. If no eligibility

list is in effect at the time, an emergency provisional appointment may be made; but a test must be given to fill the position permanently within six (6) months of the time the vacancy occurred.

A credit of five (5) points for any examination open to the general public will be given to any Civil Service, permanent, provisional, temporary or part-time employee who has worked for the City of Hialeah for one year or more, provided such employee first obtains the minimum passing score as established by the Personnel Board for such examination.

- A. The employee must take the examination on the employee's own time. However, an employee participating in promotional examinations or open competitive Civil Service examinations for the employee's current position will be granted time off without charge against leave for the time necessary to complete the examination.
- B. The City shall post, at the time of the job announcement for promotional examinations, a list of books and/or reference material from which the examination questions will be drawn.
- C. The City or applicable Department/Division will provide free copies of any City or Departmental/Divisional policies and/or procedures as reference material, as identified in Section 1(B) above, unless previously issued to the employee.

## **Section 2. Probationary Period**

The probationary period for initial classification will be one (1) year with evaluation every three (3) months. The employee will receive a written evaluation after three (3), six (6), nine (9) and twelve (12) months, for initial employment, and after three (3), six (6) and nine (9) months for promotional appointment. Said evaluation is to be written by the employee's supervisor with an endorsement by the Department Head. The employee will receive a copy of the evaluation, and be given the opportunity to appeal the evaluation to the Mayor.

The probationary period for promotional appointments will be nine (9) months. The employee will be evaluated in the same manner as required for initial classification, however, the nine (9) month evaluation will contain a provision of certifying the affected employee in the reclassified position.

Any Full-Time Temporary employee who has been continuously working full-time for the City for nine (9) months or less immediately prior to receiving an appointment will serve a probationary period of nine (9) months if appointed to a similar classification in the same department. Those working for less than one year as a full-time temporary employee would have

a probationary period of one (1) year if not appointed to a similar classification in the same department. The City shall establish competitive examinations for all promotions as required by the City Charter.

An employee on a certified eligibility list, who has not successfully completed the employee's probationary period, applicable training and time-in-grade of one (1) year, shall not be eligible for appointment. An employee on a certified eligibility list who is not eligible for appointment based on the aforementioned conditions, will be bypassed, thereby rendering the "rule of three" selection process unaffected by this provision. Employees bypassed based upon this section shall not be considered "bypassed" for purposes of Civil Service Rule VIII, Section 3.

Section 2 may be waived based upon reasonably determined operational needs of a department, thereby allowing intradepartmental appointments from a certified eligibility list upon approval by the appointing authority.

## **ARTICLE 30**

### **LAYOFF AND RECALL**

#### **Section 1. Layoff**

1. In the event it becomes necessary to lay off employees for any reason, employees shall be laid off under the following order:
  - a. For either citywide or department/division layoffs, employees shall be laid off in the inverse order of their certification to Civil Service status (i.e., the end of their entrance level probationary period) within their classifications.
2. The City shall determine when reductions in force are necessary and which areas shall be affected, (i.e., citywide or by department/division).
3. When the City has formally considered a reduction in force, it will notify the Union of such reduction prior to the laying off of employees.
4. No permanent Civil Service employee shall be laid off because of lack of work or funds from any position while any provisional, temporary, first-time probationary and part-time employees, are employed within the same department.
5. Any employee who is to be laid off who has advanced to his present classification from a lower classification in which he held a permanent Civil Service appointment may, if he so desires,

bump any employee with less seniority, provided it is done within the first five (5) business days after notification of lay off.

6. Employees who bump a lower classification shall be paid a salary closest to their salary at time of layoff, but at no time shall the salary paid exceed the maximum for the particular lower classification.
7. The City shall, however, retain the right to lay off out of inverse order when it is necessary, in the City's determination, to retain an employee with special knowledge, skill or ability. It is understood that this determination shall be subject to the Grievance Procedure.
8. Any employee who is to be laid off, may carry all of his seniority (from all City employment) to any other classification in which that employee previously obtained Civil Service status, and bump an employee in said classification with less seniority provided it is done within the first five (5) business days after notification of lay off.
9. Any Civil Service employee who is to be laid off may bump the least senior temporary employee in any other job classification, if the Civil Service employee is capable of performing the duties then being performed by a temporary employee. The City agrees to use all reasonable efforts to accommodate the Civil Service employee in finding an appropriate job classification in which temporary employees are serving and in which the Civil Service employee may bump. The employee's election to bump must be done within the first five (5) business days after notification of layoff.
10. In the event a grievance arises out of paragraph 8 or 9 of this Article, the grievant will not be entitled to back pay however, for purposes of this Article only, the grievance will commence at the arbitration step of the grievance procedure.
11. An employee taking advantage of paragraph 8 or 9 of this Article shall be paid at the highest step of the other job classification's range that is not higher than the salary the employee was earning at the time of layoff from the classification from which the employee was transferred. It is the intent of the parties that the employee shall earn the salary in the other classification that is closest to his salary in the job classification from which he is being transferred.

## **Section 2. Recall**

- A. Employees shall be called back from layoff according to the same criteria for layoff (i.e., the most senior person will be recalled) unless in the City's judgment special skills are required.)

B. The City shall notify an employee being recalled by registered mail at his last known address of the vacancy to be filled. Unless the City receives from such employee being recalled an acceptance, in writing, within fifteen (15) days of the date of mailing of the recall notice, the employee shall no longer be eligible for recall. Eligibility for recall shall not extend beyond one (1) year from date of layoff.

C. Employees on layoff shall be considered as being in a leave without pay status.

**Section 3.**

Nothing in this Article is intended to restrict the prerogatives of the City to determine the financial necessity of service reduction, the form of the layoff, or the duration of the layoff.

**Section 4.**

The provisions of this Article do not apply to employees who are not in the bargaining unit.

**ARTICLE 31**

**SENIORITY**

**Section 1.**

All provisions within this Article shall constitute the basis for establishing a uniform procedure of seniority for vacations, shift transfers, days off preference, and overtime.

**Section 2.**

All Civil Service employees shall be deemed to have seniority over any temporary employee. The determinant for Civil Service employees shall be the date of appointment as a Civil Service employee. Employees in the same classification hired on the same date, the placement on the Certified Eligibility List, from which the appointment was made, will be determinant; however, if at the time, no Certified Eligibility List was used, the date of employment will be the determinant. Among Full-time Temporary employees, seniority will be based upon the date of full-time temporary employment.

**Section 3.**

For the purpose of shifts and days off, seniority shall be based upon the date employee is appointed to the present job classification. All Civil Service Employees shall be deemed to have seniority over any Temporary employees.

**Section 4.**

It is recognized that the principle of merit must be given consideration in any efficiency conscious organization; therefore, the Department/Division Heads reserve the right to final determination in regards to employee transfer, shift assignment, days off and vacation time.

**Section 5. Full-Time Temporary**

A Full-time Temporary employee shall be defined as any nonseasonal employee scheduled to work a normal workweek (i.e., 37 1/2 hours).

**ARTICLE 32**

**TUITION REIMBURSEMENT**

The City agrees to provide tuition reimbursement benefits to all certified Civil Service bargaining unit employees under the following conditions and guidelines:

**Section 1.**

Courses must be taken at an accredited institution of higher learning or through the Board of Public Instruction for Adult Education courses. Reimbursement, however, will be based upon a percentage of the tuition for the State supported University in Miami-Dade County, rather than for the various independent institutions. Tuition Reimbursement will be limited to tuition and course-related labs, and only for a maximum of \$800 per semester and \$1,600 per calendar year for course work taken during the calendar year.

**Section 2.**

The employee must be a degree-seeking student in the field of Management, Public Administration, or the degree must be directly related to their position.

**Section 3.**

The employee must attend classes on the employee's own time.

**Section 4.**

Reimbursement to the employee will be upon completion of a course with respect to the following reimbursement schedule:

A - 100% Reimbursement

B - 75% Reimbursement

C - 50% Reimbursement

For adult education level certification courses, reimbursement will be at 50% of the tuition cost, payable on proof of satisfactory completion. Grades must be submitted for payment within one (1) month of receipt of grades.

**Section 5.**

The employee will notify the Department of Human Resources of courses being taken within two (2) weeks of the first day of class.

**Section 6.**

Said tuition reimbursement program shall apply to programs for Associate in Arts (AA), Associate in Science (AS), Bachelor's degree or Master's degree only. Master's degrees, however, will be paid at Bachelor's degree tuition rates for the State supported University in Miami-Dade County, and the field of study must correspond to Section 2 above.

**Section 7.**

Upon completion of the approved course work, the employee must submit his semester grade report together with the tuition fee receipt to the Department of Human Resources.

**Section 8.**

Should an employee receive reimbursement from the City and receive additional funding from a third party so that the total reimbursement exceeds 100% of the employee's actual costs, the employee must reimburse the City all funds that exceed 100% of the actual costs.

Any employee who receives tuition reimbursement under this Article, shall remain employed by the City for a minimum of twenty-four (24) months from the date of completion of any course for which the City has provided the employee reimbursement. If the employee voluntarily leaves, or is terminated for cause, the employee shall reimburse the City all tuition reimbursements received in the prior twenty-four (24) months through a deduction from his/her final paycheck. This provision does not apply to separation by retirement.

**Section 9.**

**Education Incentive Pay** – After January 1, 2008, any full-time bargaining unit employee who has or is awarded a bachelor's degree, a master's degree or doctorate, from a college or university accredited by the U.S. Department of Education, shall be paid a biweekly incentive pay of 1% of their base pay. This Education Incentive Pay shall be given only once to an eligible employee (non-cumulative). Acceptable certification of the award of a degree must be provided to the Human Resources Director before the Educational Incentive Pay shall be paid.



**ARTICLE 33**  
**TOOL ALLOWANCE**

**Section 1.**

The City will reimburse up to \$300.00 each fiscal year for the addition and replacement of tools for employees holding the classifications of Mechanic, Carpenters, Plumbers, Electricians, Skilled Craftsmen, Maintenance Workers, Welders, Utilitymen permanently assigned to the Fire Department, Mechanic II and Utility Electronic/Electrician Technicians permanently assigned to the Water & Sewers Department, and Utilitymen, Electronic Technicians and Journeymen who are permanently assigned to the Telecommunications Division. Reimbursement is to be made upon proof of purchase of tools. To be eligible, an employee must have completed his initial probationary period.

**Section 2.**

The employees' tools, which are stolen or damaged due to vandalism upon forced entry into the employer's property, will be replaced upon proof of a police report and an itemized list of tools taken.

**Section 3.**

A basic standard minimum tool list, which employees must have to be hired, shall be devised for the classification of these employees. A reasonable length of time shall be allowed for any employee to acquire additional tools to meet the basic minimum tool allowance inventory. Employees whose tool inventory does not meet the minimum or drops below the basic minimum tool list inventory, shall not receive a tool allowance. Tools may not be loaned to meet the basic inventory tool list.

**Section 4.**

The Department Head shall provide a required minimum list of tools for the Classification of these employees.

The affected employees within the above listed classification shall submit an inventory of all their personal tools, including make and model, to their immediate supervisor outside the Bargaining Unit or his designee who will verify the list. Any additional tools purchased through the reimbursement program shall be added to the list. The employee will maintain a copy and a copy will be filed in the Department Office. This list shall be periodically checked and updated.

The City shall provide any special tools and be responsible for maintenance and replacement of said special tools when necessary. The employee may not purchase tools already provided by the City to the employee.

## **ARTICLE 34**

### **SAFETY**

#### **Section 1.**

The City agrees to comply with all applicable Federal, State, local laws, regarding employee safety, including, but not limited to, OSHA Standards, within ninety (90) days of any violation being brought to its attention the City will remedy any violations. The City will not require an employee to work in an unsafe manner, area or condition, as defined by OSHA Standards.

#### **Section 2.**

In those jobs or occupations where special equipment or attire is required to comply with current State and Federal Safety Standards, said special equipment or attire shall be provided and maintained by the City. When special equipment/attire is provided, failure to wear such equipment/attire may result in disciplinary action against the employee.

#### **Section 3.**

The City reserves the right to use an employee's failure to wear the provided special equipment/attire as a defense against Workers' Compensation claims, in the event of an injury to the employee.

## **ARTICLE 35**

### **HOLIDAYS**

#### **Section a.**

There shall be fourteen (14) employee-paid holidays for members of the Bargaining Unit. Bargaining Unit employees will recognize holidays under the following schedule:

Columbus Day	2 <sup>nd</sup> Monday in October
Veterans' Day	November 11 <sup>th</sup>
Thanksgiving Day	4 <sup>th</sup> Thursday in November

Friday after Thanksgiving Day	Day after Thanksgiving Day
Christmas Day	December 25 <sup>th</sup>
New Year's Day	January 1 <sup>st</sup>
Martin Luther King, Jr.'s Birthday	3 <sup>rd</sup> Monday in January
Presidents' Day	3 <sup>rd</sup> Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 <sup>th</sup>
Labor Day	1 <sup>st</sup> Monday in September
Employee's Birthday	To be taken off with mutual consent of Employee and Department Head
Personal Sick Leave (2 days)	To be taken from accumulated sick leave with mutual consent of Employee and Department Head

For Employees who work Monday through Friday, when the holiday falls on a Saturday, the holiday will be observed on the preceding Friday, and when the holiday falls on a Sunday, the holiday will be observed on the following Monday.

**Section 1a.** For designated holidays that are employee-paid, employees that are required to work on a holiday which is a regularly-scheduled work day, shall be paid straight time or elect to add the hours worked to the employee's compensation time bank. If an employee is called into work on a holiday that is not part of the employee's normal workweek schedule, the employee may be paid overtime as provided in the overtime provisions of the collective bargaining agreement

Employees in the Solid Waste Department who do not work on a holiday shall be paid at straight time for the actual normal hours scheduled for that particular day, currently either nine (9) or nine and one-half (9.50) hours.

## **Section 2.**

In the event that one of the above named holidays occurs during the course of an employee's vacation, then the employee's vacation may be extended by one day, or the employee would be given compensatory time at straight time for said day at the employee's option.

**Section 3.**

In the event that one of the above named holidays occurs while an employee is on sick leave, the employee will receive holiday leave and shall not be charged sick leave for that day. **Section 4.**

A holiday will be any day in which an employee begins or would begin his shift during the day recognized as a holiday under Section 1.

**Section 5.**

Employees performing work on any day of the above holidays, except the Employee's Birthday, shall be paid time and one-half (1 1/2) of their straight hourly rate at the employee's discretion, in addition to the Holiday pay. Employee's Birthday will be compensated at straight time with the employee being given the option of having the day off or receiving compensatory time.

**Section 6.**

If the City desires to permit the closing of certain departments or divisions on either side of a holiday, the City shall not force the employee to take said day off. However, the Union recognizes the City's right to request the employees to take the day off and to transfer employees that desire to work rather than taking the day off to another Department or Division for the day. The taking off of the day is at the discretion of the employee.

**Section 7.**

If a holiday falls on an employee's regularly scheduled day off, and the employee does not work at all, on the holiday, during his regularly scheduled hours, the employee shall be permitted to exercise his option as to whether or not he shall be compensated at straight time for the holiday or be given compensatory time for said holiday. For those employees whose compensatory bank is at its maximum, they shall, in all cases, be paid for the holiday.

**ARTICLE 36**

**OVERTIME/COMPENSATORY TIME (CALL BACK)**

**Section 1.**

a. Overtime shall be paid for all work actually performed in excess of 40 hours per workweek.

b. Off-duty court appearances shall be paid as set forth in Section 8. Employees performing overtime work shall, at the discretion of the employee, be given compensatory time at the rate of time and one-half (1 1/2) or pay at the rate of time and one-half (1 1/2) for such work.

**Section 2.**

Any employee with more than 300 hours of accumulated compensatory time, or who by working overtime would accumulate greater than 300 hours, shall be paid overtime in all instances. Employees, upon reaching 300 hours, or those who already exceed 300 hours, shall no longer have the option of compensatory time, but instead, shall be paid for all overtime. Anyone currently over 300 hours will be permitted to keep the hours on the books until such time as they use the hours down to the 300-hour level or leave the employment of the City.

**Section 3.**

The parties agree that overtime hours shall not be used in the computation of arriving at average earnings for the purpose of establishing pension benefits.

**Section 4.**

The parties agree that the assignment of overtime work is on an involuntary basis and any employee refusing assignments of such work is subject to disciplinary action as deemed appropriate by the Department/Division Head and approved by the Mayor.

**Section 5.**

Scheduled overtime shall be offered within a given Department/Division on the basis of an overtime roster, by classification, which will be established on the basis of an individual's continuous City service in the affected classification with the most senior employee, i.e., that individual of the earliest certified date in the classification, being placed at the top of the roster, except that employees demonstrating poor attendance e.g., excessive undocumented absences in the prior calendar year as defined in Article 24, may be by-passed on the overtime roster as delineated in Article 24. Offers of scheduled overtime shall begin with the most senior employee and then proceed upon a continuing rotating basis.

Forced overtime, shall be in a reverse order, i.e., from least senior to most senior. In either instance, special skills and/or qualifications may necessitate and would justify some deviation from the strict rotating basis.

**Section 6.**

If an employee's employment is terminated voluntarily or involuntarily, all accumulated compensatory time shall be paid to the employee or in case of death to the beneficiary.

**Section 7.**

Compensatory time will be taken at the convenience of the City. However, the City shall make every attempt to accommodate the employee's request for compensatory time off.

**Section 8.**

If an employee is subpoenaed to appear on their off-duty time in a court proceeding as a result of his/her job duties, they shall receive a minimum of three (3) hours at time and one-half pay (i.e., 4 and 1/2 hours), or compensatory time at the employee's discretion, except as set forth in Section 2 above. Court time shall begin at subpoena time and end when excused for the day. However, if the appearance time is one (1) hour or less before the beginning of the employee's regular shift, or one (1) hour or less after the end of the employee's regular shift, the court-related appearance shall be compensated at one and one-half (1 1/2) times for the amount of time worked for the court appearance.

**ARTICLE 37**

**VACATION**

**Section 1.**

Members of the Bargaining Unit shall be entitled to annual vacation, in accordance with the following schedule:

<b>Completed years of service prior to any January 1st</b>	<b>Hours of Vacation</b>
1, 2, 3, or 4 years	75 hours
5 or 6 years	112 1/2 hours
7 or 8 years	120 hours
9 or 10 years	127 1/2 hours
11 or 12 years	135 hours
13 or 14 years	150 hours
15 or 16 years	157 1/2 hours
17 or 18 years	165 hours
19 or 20 years	172 1/2 hours
21 or more years	187 1/2 hours

For employees hired after December 12, 2000, the vacation schedule shall be the following:

<b>Completed years of service prior to any January 1st</b>	<b>Hours of Vacation</b>
2 – 3 years	37.50 hours
4 years	56.25 hours
5* – 10 years	75.00 hours
11 – 15 years	112.50 hours
16 + years	150.00 hours

\* This only applies to employees hired from January 2, 2002 to September 30, 2004, and who are thereby first eligible to receive 75 hours of vacation on or after January 1, 2008.

For employees hired after September 30, 2004, the vacation schedule shall be the following:

<b>Completed years of service prior to any January 1st</b>	<b>Hours of Vacation</b>
1-3 years	37.50 hours
4 years	56.25 hours
5 -10 years	75.00 hours
11-15 years	112.50 hours
16 + years	150.00 hours

## **Section 2.**

In the event that a death in the family occurs while the employee is on vacation, the employee shall be entitled to Bereavement Leave as authorized in Article 21 provided the employee notifies the Department of such death prior to the end of his vacation. Time authorized to be charged to Bereavement Leave under Bereavement Leave, Article 21, shall not be charged against the employee's vacation time.

## **Section 3.**

Where an illness of three (3) days or more occurs during a vacation an employee may charge this time to sick leave. If an employee is ill for more than three (3) days, and produces a doctor's note to their Department, such time charged to sick leave shall not be charged against the employee's accrued vacation.

#### **Section 4.**

All Bargaining Unit employees shall be permitted to continue to accumulate and bank 300 hours in accordance with the rules and regulations under which said vacation days had previously been accumulated.

#### **Section 5.**

The City will continue its present policy for payment of prepaid vacation checks.

#### **Section 6.**

Employees who have accumulated at least fifty (50) days of sick leave as of January 1, shall be permitted to use up to five (5) days of that accumulated sick leave as bonus vacation.

#### **Section 7**

A. Commencing November 1, 1986, each department/division shall post a vacation roster and accept requests for vacations for the following year, which shall be based on seniority within the classification. Vacation roster shall take precedent over requests after said roster has been established. This would preclude an individual with greater seniority bumping an individual on the roster with less seniority. The roster shall remain open for forty-(40) days. Vacation shall then be confirmed within ten (10) days after the closing of the roster. In the event two (2) employees submit requests for vacation on the same date, for the same or substantially similar vacation periods, and the City is unable to honor both requests, the determining factor in awarding the requested vacation shall be the seniority of the employee by job classification.

B. Requests for vacation outside of the vacation roster will be submitted by the employee to the Department or Division Head, a minimum of twenty-five (25) days prior to the commencement of the requested vacation. Therefore, the department shall confirm the employee's vacation request within ten (10) days after receipt of the request. Every attempt will be made by the City to honor the employee's request.

Determining factors in awarding the vacation shall be the respective dates of the requests, i.e., the earlier request to be honored first and the needs of the Department/Division.



C. The twenty-five (25)-day time provisions set forth in Section 7 (B) may be waived for a given employee with the agreement of the Department/Division Head and the employee.

D. Confirmed vacation requests will only be subject to cancellation if the department experiences an unforeseeable emergency requiring the attendance of the employee at work. The Mayor shall approve any request to cancel a vacation because of an unforeseeable emergency.

## **ARTICLE 38**

### **HEALTH INSURANCE PROVISIONS**

**Section 1.** The City offers the following three (3) Options, with regard to Health Insurance to the bargaining unit members. Members may elect to enroll in one of the three options as provided herein. Only members electing one of these three (3) options will be enrolled in a term life policy, as provided in Section 3 below.

#### **Option 1. CITY OF HIALEAH SELF-FUNDED GROUP HEALTH PROGRAM BASE PLAN**

A. The City will provide a health benefit program that utilizes a managed care approach, commonly referred to as a preferred provider organization (PPO). This managed health care program will provide the employees with a comprehensive health care network. The provider network will consist of doctors, hospitals and other services, including a prescription drug program, who have agreed to offer medical services to employees at reduced negotiated fees. Maximum plan benefits will be received when the employee uses the participating provider network. The In-Network co-payment for doctor office visits are as provided in Exhibit 38A or shall be based on the most current open enrollment memorandum provided to employees as may be amended from year to year based upon the City of Hialeah Risk Management Department's corresponding open enrollment for its various insurance programs. In-Network co-insurance for doctor visits only will be paid as provided in Exhibit 38A or shall be based on the most current open enrollment memorandum provided to employees as may be amended from year to year based upon the City of Hialeah Risk Management Department's corresponding open enrollment for its various insurance programs, where the City will reimburse the negotiated charges. When utilizing In-Network providers, benefits will be paid as provided in Exhibit 38A or shall be based on the most current open enrollment memorandum provided to employees as may be amended from year to year based upon the City of Hialeah Risk Management Department's corresponding open enrollment for its various insurance programs . Should employees utilize Out-of-Network services, they will be responsible for increased deductibles and co-payments.

B. When utilizing Out-of-Network doctors, hospitals or other services, benefits will be paid as provided in Exhibit 38A or shall be based on the most current open enrollment memorandum provided to employees as may be amended from year to year based upon the City of Hialeah Risk Management Department's corresponding open enrollment for its various insurance programs . References to maximum out-of-pocket expenses for in-network providers is as provided in Exhibit 38A or shall be based on the most current open enrollment memorandum provided to employees as may be amended from year to year based upon the City of Hialeah Risk Management Department's corresponding open enrollment for its various insurance programs . The deductible for In-Network services shall be \$1,000.00 per individual/ \$3,000.00 per family. Maximum out-of-pocket for Out-of-Network services is as provided in Exhibit 38A or shall be based on the most current open enrollment memorandum provided to employees as may be amended from year to year based upon the City of Hialeah Risk Management Department's corresponding open enrollment for its various insurance programs . Prescription drugs will require mandatory generic, if available. The employee co-payment will be based on a four tier program: \$10.00 generic, \$30.00 brand, when no generic available, with a formulary for brand names drugs \$50.00, when no generic available and more than one (1) brand is available, and self-administered injectable drugs where member is responsible for 20%. All mail order prescriptions will receive a three (3) month supply for two (2) times the monthly co-payment. Prescription drugs will require mandatory generic, if available. The deductible for Out-of-Network services shall be as provided in Exhibit 38A or shall be based on the most current open enrollment memorandum provided to employees as may be amended from year to year based upon the City of Hialeah Risk Management Department's corresponding open enrollment for its various insurance programs .

C. Precertification is required, whether In Network or Out-of-Network, for all hospital admissions, outpatient surgery and diagnostic testing. Emergency Room co-pay shall be as provided in Exhibit 38A or shall be based on the most current open enrollment memorandum provided to employees as may be amended from year to year based upon the City of Hialeah Risk Management Department's corresponding open enrollment for its various insurance programs . Urgent Care co-pay shall be as provided in Exhibit 38A or shall be based on the most current open enrollment memorandum provided to employees as may be amended from year to year based upon the City of Hialeah Risk Management Department's corresponding open enrollment for its various insurance programs . Emergency and Non-Emergency Ambulance Services shall be as provided

in Exhibit 38A or shall be based on the most current open enrollment memorandum provided to employees as may be amended from year to year based upon the City of Hialeah Risk Management Department's corresponding open enrollment for its various insurance programs .

D. Effective January 1, 2014 the employee's biweekly contribution shall be as provided in Exhibit 38A or shall be based on the most current open enrollment memorandum provided to employees as may be amended from year to year based upon the City of Hialeah Risk Management Department's corresponding open enrollment for its various insurance programs for each of the following tiers of coverage:

1. Employee only
2. Employee plus spouse
3. Employee plus child(ren)
4. Family

E. The insurance year for purpose of deductibles under "B" above shall be January 1st of each year.

F. Expenses due to a vehicular accident for which the employee and/or his or her covered dependent(s) could have been covered and paid through a statutory required zero deductible Personal Injury Protection (PIP) insurance policy covering a vehicle owned or leased by the participant, and/or his or her covered dependent(s), and for which such insurance was available regardless of whether or not such coverage was actually purchased by the participant, and/or his or her covered dependent(s), and whether or not such insurance was in force at the time of the accident, shall not be payable by the City's Health Insurance Program. This is not intended to preclude from coverage employee A, who is injured in an accident involving employee B's vehicle, when employee B does not comply with this section, unless employee A is a covered dependent under employee B's city insurance.

G. Schedule of Benefits for Comprehensive Major Medical Benefits and a summary of Covered Services as provided in Exhibit 38A hereto or shall be based on the most current open enrollment memorandum provided to employees as may be amended from year to year based upon the City of Hialeah Risk Management Department's corresponding open enrollment for its various insurance programs.

**Option 2. CITY OF HIALEAH SELF-FUNDED GROUP HEALTH PROGRAM  
PREMIER PLAN**

A. The City will provide a health benefit program that utilizes a managed care approach, commonly referred to as a preferred provider organization (PPO). This managed health care program will provide the employees with a comprehensive health care network. The provider network will consist of doctors, hospitals and other services, including a prescription drug program, who have agreed to offer medical services to employees at reduced negotiated fees. Maximum plan benefits will be received when the employee uses the participating provider network. When utilizing In-Network providers, benefits will be paid at as provided in Exhibit 38A or shall be based on the most current open enrollment memorandum provided to employees as may be amended from year to year based upon the City of Hialeah Risk Management Department's corresponding open enrollment for its various insurance programs . The In-Network co-payment for doctor office visits are as provided in Exhibit 38A or shall be based on the most current open enrollment memorandum provided to employees as may be amended from year to year based upon the City of Hialeah Risk Management Department's corresponding open enrollment for its various insurance programs . In-Network co-insurance for doctor visits will be paid at 100% of the negotiated charges. Should employees utilize Out-of-Network services, they will be responsible for increased deductibles and co-payments. Prescription drugs will require mandatory generic, if available. The employee co-payment will be based on a three (3) tier program: (1) \$10.00 generic; (2) \$30.00 brand, when no generic available; and (3) \$50.00 with a formulary for brand name drugs, when no generic available and more than one (1) brand's available. All mail order prescriptions will receive a three (3) month supply for two (2) times the monthly co-payment.

B. When utilizing Out-of-Network doctors, hospitals or other services, benefits will be paid as provided in Exhibit 38A or shall be based on the most current open enrollment memorandum provided to employees as may be amended from year to year based upon the City of Hialeah Risk Management Department's corresponding open enrollment for its various insurance programs . References to maximum out-of-pocket expenses for In-Network providers is as provided in Exhibit 38A or shall be based on the most current open enrollment memorandum provided to employees as may be amended from year to year based upon the City of Hialeah Risk Management Department's corresponding open enrollment for its various insurance programs . The deductible for In-Network services shall be as provided in Exhibit 38A or shall be based on the most current

open enrollment memorandum provided to employees as may be amended from year to year based upon the City of Hialeah Risk Management Department's corresponding open enrollment for its various insurance programs Maximum out-of-pocket for Out-of-Network services is as provided in Exhibit 38A or shall be based on the most current open enrollment memorandum provided to employees as may be amended from year to year based upon the City of Hialeah Risk Management Department's corresponding open enrollment for its various insurance programs . Prescription drugs will require mandatory generic, if available. Annual deductible for prescription drugs is as provided in Exhibit 38A or shall be based on the most current open enrollment memorandum provided to employees as may be amended from year to year based upon the City of Hialeah Risk Management Department's corresponding open enrollment for its various insurance programs. The deductible for Out-of-Network services shall be as provided in Exhibit 38A or shall be based on the most current open enrollment memorandum provided to employees as may be amended from year to year based upon the City of Hialeah Risk Management Department's corresponding open enrollment for its various insurance programs for individual and family.

C. Pre-certification is required, whether In-Network or Out-of-Network, for all hospital admissions, outpatient surgery and diagnostic testing. Out-of-Network hospital benefits will be capped at the maximum allowable Medicare reimbursement rate or outpatient surgery (Out-of-Network), per day (maximum 3 days). Emergency Room co-pay shall be as provided in Exhibit 38A or shall be based on the most current open enrollment memorandum provided to employees as may be amended from year to year based upon the City of Hialeah Risk Management Department's corresponding open enrollment for its various insurance programs . Urgent Care co-pay shall be as provided in Exhibit 38A or shall be based on the most current open enrollment memorandum provided to employees as may be amended from year to year based upon the City of Hialeah Risk Management Department's corresponding open enrollment for its various insurance programs . Emergency and Non-Emergency Ambulance Services shall be as provided in Exhibit 38A or shall be based on the most current open enrollment memorandum provided to employees as may be amended from year to year based upon the City of Hialeah Risk Management Department's corresponding open enrollment for its various insurance programs .

D. Effective January 1, 2014 the employee's biweekly contribution shall be as provided in Exhibit 38A or shall be based on the most current open enrollment memorandum provided to

employees as may be amended from year to year based upon the City of Hialeah Risk Management Department's corresponding open enrollment for its various insurance programs for the following tiers of coverage:

1. Employee only
2. Employee plus spouse
3. Employee plus child(ren)
4. Family

E. The insurance year for purpose of deductibles under "B" and "C" above shall be January 1 each year.

F. Expenses due to a vehicular accident for which the employee and/or his or her covered dependent(s) could have been covered and paid through a statutory required zero deductible Personal Injury Protection (PIP) insurance policy covering a vehicle owned or leased by the participant, and/or his or her covered dependent(s), and for which such insurance was available regardless of whether or not such coverage was actually purchased by the participant, and/or his or her covered dependent(s), and whether or not such insurance was in force at the time of the accident, shall not be payable by the City's Health Insurance Program. This is not intended to preclude from coverage employee A, who is injured in an accident involving employee B's vehicle, when employee B does not comply with this section, unless employee A is a covered dependent under employee B's city insurance.

G. Schedule of Benefits for Comprehensive Major Medical Benefits and a summary of Covered Services as provided Exhibit 38A hereto or shall be based on the most current open enrollment memorandum provided to employees as may be amended from year to year based upon the City of Hialeah Risk Management Department's corresponding open enrollment for its various insurance programs.

### **Option 3. HEALTH MAINTENANCE ORGANIZATION (HMO).**

A. The City agrees to contribute up to the following monthly amounts per employee to offset the cost of the alternate Health Maintenance Organization (HMO) Plan, approved by the City.

The City monthly HMO contribution shall be as provided in Exhibit 38A or shall be based on the most current open enrollment memorandum provided to employees as may be amended from year to year based upon the City of Hialeah Risk Management Department's corresponding open enrollment for its various insurance programs for the following tiers of coverage:

1. Employee only
2. Employee plus one dependent
3. Employee plus two or more dependents

Should the actual premium charged by the HMO be greater than the contribution made by the City for either employee only, employee plus one dependent or employee plus two or more dependents, the employee will be responsible for any difference in premium cost. The City understands that the HMO coverage provided by the City has a limited service area in South Florida. As an alternative to those eligible retirees who reside outside the service area and wish to procure group health coverage through an alternate HMO carrier, the City will provide a contribution that will be no more than what the City contribution would be if the retiree had selected the HMO Option 3. In order to receive this contribution, the retiree will provide proof of purchase of individual single coverage through an alternate HMO carrier. The City shall negotiate and provide insurance plans, except for benefits required to be provided by law.

**Section 2.** The City will assess the economic feasibility of a Section 125 Premium Only FICA Tax Savings Program, at no administrative expense to the City, and make every effort to implement such a tax savings program.

**Section 3.** Life Insurance benefit shall be \$10,000.00. Upon reaching age 65 and retirement from the City, the life insurance benefit will be reduced to \$2,000.00.

**Section 4.** The City will attempt to provide to employees an additional \$35,000 life insurance policy. The cost of such policy to be paid in total by the employee.

**Section 5.** Any employee, whose spouse is also employed by the City, will be allowed to carry Dependent coverage.



**Section 6.** An employee participating in Options 1, 2 or 3 is eligible to participate in a group dental plan selected by the parties. The total cost of the dental plan shall be paid by the employee.

Effective October 1, 2013 through May 14, 2014 in addition to premiums paid by insured, all bargaining unit members shall be required to contribute seven percent (7%) of their base salary, toward the cost of health insurance coverage. The seven percent (7%) health insurance contribution shall be “pre-tax.” Employees who do not currently participate in any City Health Insurance Option or the HMO, shall be required to contribute seven percent (7%) of their base salary towards the cost of group health insurance coverage.

Effective May 15, 2014, all pre-tax health insurance contributions shall terminate.

**Section 7.** Attached to this Article 38 as Exhibit 38A is the 2017 Open Enrollment memorandum, which sets forth premium rates and plan summaries. Information set forth in Exhibit 38A shall control over any conflicting matter in Article 38.

**Section 8.** The City may change insurance carriers and/or the scope and level of benefits in any plan provided that the Union has an opportunity to discuss and make suggestions prior to implementation. The City also may change the percentage of premium cost paid by the City, provided that the City shall at no point pay less than seventy percent (70%) of the total premium cost as set forth in Exhibit 38A, from year to year, for any one or more of the optional plans available as may be elected by unit members.

**Section 9.**

(a) The City shall pay the full cost of the premium for individual coverage only, and only under the most basic health insurance plan offered by the City (which as of January 1, 2017 is the HMO Low Option), for retired employees hired prior to October 11, 2006 who meet the following criteria: The employee must (i) have retired in accordance with the retirement plan, or retired with a total and permanent disability retirement; and (ii) have been covered by the City’s group insurance at the time of separation from employment, and must elect to continue such coverage at the time of separation from employment such that there is no gap in coverage. The retired employee shall be responsible for paying the full cost of any coverage, including dependent coverage, selected by the retired employee that exceeds the cost of the premium for individual coverage.

(b) Employees hired on or after October 11, 2006, who participate in the Employees General Retirement System and retire on a normal retirement in accordance with the retirement plan or with total and permanent disability retirement, may elect to continue group health insurance coverage in any City sponsored plan offered, so long as the employee, is covered by the City's group health insurance at the time of separation from employment, and elects to continue such coverage following separation from employment such that there is no gap in coverage, and provided the employee pays the active employee rates for individual health insurance coverage in effect at each open enrollment period until the retiree reaches the age of 65. The city shall pay the full cost of the premium for such retiree's individual coverage when the retiree attains eligibility for and enrolls in Medicare Part A and Part B. The retired employee shall be responsible for paying the full cost of any coverage, including dependent coverage, selected by the retired employee that exceeds the cost of the premium for individual coverage.

(c) Employees hired on or after April 1, 2012, who do not participate in the Employees General Retirement System, and who retire after completing at least 20 years of service, may elect to continue group health insurance coverage in any city sponsored plan offered, so long as the employee is covered by the City's group health insurance at the time of separation from employment, and elects to continue such coverage following separation from employment such that there is no gap in coverage, and provided the retired employee pays the full cost of any premium for coverage in effect at each open enrollment period for the retiree and the retiree's dependents.

(d) Beginning March 25, 2014, any employee who participates in the Employees General Retirement System and (i) retires on a vested retirement (the employee has at least 10 years of service but less than 20 years of service and 70 points) pursuant to code section 70-239 and is at least 55 years old on the date of separation from city employment, or (ii) who retires on a non-job related or not connected to an in-line-of-duty injury total and permanent disability retirement, may elect to continue group health insurance coverage in any city sponsored plan offered, so long as the employee is covered by the City's group health insurance at the time of separation from employment, and elects to continue such coverage following separation from employment such that there is no gap in coverage, and provided the retired employee pays the full cost of any premium for coverage of the retiree and the retiree's dependents.

(e) Employees who participate in the Employees General Retirement System and separate from city employment before age 55 with at least 10 years but less than 20 years of credited service, and receive a deferred vested retirement benefit pursuant to code section 70-239, are not eligible for continued group health insurance coverage through a city sponsored plan following separation from city employment.

(f) Secondary-payer upon subsequent employment. This section shall take effect on October 1, 2017, and shall be applicable to all city employees who retire on or after the effective date. The city's health insurance plan provided to all employees eligible to join the city's group plan and receive coverage as provided herein, shall be secondary payer if, at any time after retirement, a retired city employee is employed by any organization, entity or business that offers insurance coverage or any other employer-funded medical expense reimbursement plan to the retired city employee, whether on a voluntary basis or as required by law, and regardless of whether the retired city employee elects the coverage offered by a subsequent employer. If a retired city employee is offered health insurance coverage or any other employer-funded medical expense reimbursement plan by a subsequent employer and declines such coverage, the retired city employee's eligibility to receive coverage in the city's group plan as provided herein shall terminate. If the retired city employee misrepresents employment or the availability of employer-based coverage or any other employer-funder medical expense reimbursement plan, the retired city employee shall forfeit the right to insurance coverage as provided in this section. In no event will the city provide dependent coverage to a retired city employee who is employed by another employer that offers such coverage.

EXHIBIT 38A

**ARTICLE 39**  
**PREVAILING BENEFITS**

**Section 1.**

Job benefits, heretofore authorized by the City and continuously enjoyed by all employees covered by this Agreement pursuant to PERC Certification 1336, and not specifically provided or abridged by this Agreement, shall continue upon the conditions by which they had been previously granted.

**Section 2.**

It is understood by both parties to this Agreement that the Prevailing Benefits provision is intended to encompass Civil Service Rules and Regulations with respect to those employees to whom they are applicable.

**ARTICLE 40**  
**UNION STEWARDS**

**Section 1.**

Employees within the Bargaining Unit shall have the right to be represented by Stewards in areas of the City employment in the number and manner set forth in Section 6 of this Article. The Union shall furnish the Mayor and Human Resources Director a list of Stewards and alternates Stewards' names and their assigned areas, and shall keep the list current at all times.

**Section 2.**

When requested by an employee, a Steward may only investigate any alleged or actual grievance in his assigned Steward area as provided in Section 6. He shall be allowed reasonable time therefore, during working hours without loss of time or pay upon notification and approval of his immediate supervisor outside the Bargaining Unit. Such release time will be granted consistent with the needs of the service but will not be unreasonably withheld.

**Section 3**

Union business, other than that cited above, shall be conducted so as not to interfere with the work assignment of Stewards or any other employee(s).

**Section 4.**

A non-employee Union Representative may consult with employees in assembly areas before the start of each work shift or after the end thereof, provided that prior notice is given to the Mayor's office when possible.

**Section 5.**

An alternate Steward may be appointed for each Steward as provided for and assigned in Section 6. The alternate Steward may only serve in the absence from duty of the regular Steward and all provisions of this Article shall apply to alternate Stewards, as well as regular Stewards.

**Section 6.**

Authorized Stewards and areas of responsibility as follows:

<b><u>DEPARTMENT</u></b>	<b><u>NUMBER OF STEWARDS</u></b>
Police	2
Fire	1
Finance	1
Planning and Development	1
General Administration	1
Parks and Recreation	2
Solid Waste	2
Library	1
Grants and Human Services	1
Water and Sewers	2
Fleet	1
Construction and Maintenance	1
Streets and Public Services	1
Human Resources	1
Night Shift	1 (City Wide)
Chief Steward	1 (City Wide)

No more than one (1) of the above Stewards shall be permitted on City time to process and/or investigate any one grievance at the same time.

**Section 7.**

In those sections where there are more than one (1) Steward, only one (1) Steward shall be permitted to process a grievance at any one time.

**ARTICLE 41**

**SAVINGS CLAUSE**

**Section 1.**

In the event any article, section or portion of this Agreement should be held invalid and unenforceable by any court of competent jurisdiction, such decision shall apply only to the specific article, section or portion thereof, specifically specified in the court's decision, and that portion of this Agreement in conflict shall be null and void, but the remainder of the Agreement in conflict shall remain in full force and effect, with it being presumed that the intent of the parties was to enter into the Agreement without such invalid portion or portions.

**Section 2.**

The City's representatives as defined in Article 3 of this Agreement and the Union's representatives as defined in Article 2 shall promptly negotiate a substitute for the invalidated article, section or portion thereof, as might be determined in accordance with Section 1 of this Article.

**ARTICLE 42**

**UNION TIME POOL/UNION ELECTIONS**

**Section 1.**

On the first day of October and the first day of April, each member of the Union shall automatically have sick leave hours transferred to the Union Time Pool in accordance with the amounts indicated by the Union. At least five (5) working days prior to April 1st and October 1st, the Union President shall notify the City of the number of sick leave hours to be deducted from each member. The sick leave hours available on the 1st day of April and October will first be utilized in accordance with the Union notice before any use of the hours is permitted.

**Section 2.**

The form executed by the President, on behalf of all employees represented by the Union, shall include language releasing the City of Hialeah from any and all liability to pay for Sick Leave or Compensatory Time contributed by the employee to the Union Time Pool.

**Section 3.**

The Union Time Pool is to be used solely for Union business, to be determined by the President or his/her designee.

**Section 4.**

For each employee using the Union Time Pool, a form shall be processed through channels for the employee who is to use the Union Time Pool. The form shall be provided by the City and shall be signed by the President or his designee. The form must be processed so that a copy signed

by the President or his/her designee, shall be in the Office of the Department/Division Head, a minimum of three (3) calendar days prior to the time the employee has been authorized to use the time pool. It is understood that on rare occasions the three (3) day time limit may not be met. The President or his designee, within one (1) calendar week from use of said time, shall forward an explanation to the Director of Human Resources as to why the three (3) day rule was not met. Failure to file this explanation with the Director of Human Resources, within the time limit specified, shall result in the employee not being paid for all such time requested.

#### **Section 5.**

In all cases, the employee shall be released from duty on Union Time Pool, only if the needs of the Department/Division permit, but such release shall not be unreasonably denied. If, because of the needs of the Department/Division, an employee cannot be released at the time desired, the Union may request consideration to be given to an alternate.

#### **Section 6.**

The Employee Union Time Pool hours shall be used on an hour for hour basis, regardless of the hourly rate of the employee using the time pool time. In reporting an employee's absence as a result of the employee utilizing the Union Time Pool, the employee's daily attendance records shall reflect: "John Doe on UTP" (Leave with Pay Time Pool).

#### **Section 7.**

Any employee injured or involved in an accident while being paid for by the Union Time Pool, or while engaged in activities paid for by the Union Time Pool, shall not be considered to have sustained an on-the-job injury (Line of Duty Injury), nor shall such injury or accident be considered to have occurred in the course and scope of his/her employment by the City of Hialeah within the meaning of Chapter 440, Florida Statutes (Worker's Compensation), as amended, or Section 70-66 or 70-67 of the City's Code (Disability Clause).

#### **Section 8. – Union Elections**

Union elections shall be held City-wide and there shall be a polling place in at least the following locations:

City Hall  
Library  
Fleet Department  
Parks and Recreation  
Police Department  
Solid Waste Division



## Water and Sewers Department

All employees will be allowed reasonable time to vote during their regular work hours. Any employee who does not work within the above facilities will be allowed reasonable time to go to the nearest polling site during his regular work hours.

## **ARTICLE 43**

### **PENSION**

#### **Section 1.**

Bargaining Unit Members' pension benefits shall not be altered other than through the collective bargaining process. The pension benefits and member contributions of bargaining unit employees who participate in the Employees General Retirement System shall be as provided in sections 70-96 through 70-235, Hialeah City Code, (the "Plan") except as otherwise provided in this Article. The Plan changes contained in this Article shall take effect on October 1, 2017, or upon implementation if later (the "effective date").

#### **Section 2.**

The accrued pension benefits of all bargaining unit employees who are members of the Plan (except as otherwise provided in Section 6 below) will be frozen on the effective date, as provided herein. The frozen accrued benefit of each member who is employed and not participating in the DROP on the effective date shall be calculated based on the Plan provisions in effect on the day before the effective date, and each member's credited service and average final compensation on that date. All such members shall be 100% vested in the frozen accrued benefit earned prior to the effective date (2% multiplier for members who separate from employment before the normal retirement date, and 3% multiplier for members who separate from employment and retire on or after the normal retirement date), and will be eligible to receive the frozen accrued benefit upon reaching the normal retirement date in effect prior to the freeze (any age where age plus years of credited service is equal to at least 70 with at least 20 years of credited service), and separation from City employment. Such members will accrue benefits on and after the effective date in accordance with Section 3 below.

#### **Section 3.**

Plan benefits for credited service on and after the effective date shall be the same as the Plan provisions in effect prior to the effective date, except as follows:

- a. The benefit multiplier shall be 2.0% for credited service earned on and after the effective date, and the 1.5% additional benefit multiplier for service after 25 years shall be eliminated.

b. The maximum benefit at retirement shall be 75% of average final compensation at retirement, which will apply to the benefits earned before and after the effective date.

c. Average final compensation shall be the average of the highest annual compensation received by a member during the highest 8 years of credited service; provided, in no event will a member's average final compensation be less than the highest 3 year average as of the effective date.

d. The normal retirement date shall be age 62 with 20 years of credited service.

e. Plan compensation shall be base pay only. All other types of compensation shall be excluded for pension purposes.

f. There shall be no cost of living adjustment on benefits based on credited service earned on and after the effective date.

g. Members shall not be eligible to purchase additional credited service after the effective date.

h. Members shall become vested in the benefit based on credited service earned on or after the effective date upon reaching age 55 with 10 or more years of credited service while employed by the City. A member who reaches age 55 with 10 years of service is 70% vested. The vesting percentage will increase by 3% for each additional year of service after 10 years, up to 20 years of service. After completing 20 years of service, an employee is 100% vested. However, a vested member who separates from city employment before age 62 is not eligible to receive a benefit based on service after the pension changes take effect until age 62.

#### **Section 4.**

The member contribution shall increase by an additional 5% of compensation on the effective date, for credited service on and after the effective date. A member who separates from City employment prior to vesting may obtain a refund of the additional 5% member contribution with interest at the rate of three percent per annum. Members shall have the option of using whatever portion of the 7% annuity savings fund contribution that is not being used to pay the current 4% member contribution to the retirement plan to pay the additional 5% member contribution.

#### **Section 5.**

The purchase of service credit pursuant to section 70-208 of the Plan shall be irrevocable, and any member who has purchased service credit pursuant to section 70-208 of the Plan shall be prohibited from selling such service credit back to the Plan.

#### **Section 6.**

The benefit reductions in Sections 2 and 3 above shall not apply to any member who reached normal retirement eligibility before the effective date. The benefit reductions in Sections 2 and 3 above shall not apply to any member who has at least 16 years of actual service with the city (actual service as a city employee excluding any service credit purchased pursuant to section 70-208 of the Plan) and has at least 62 points on the effective date except that the benefit multiplier will be 3% for the first 20 years of service, and 2.0 % after completion of 20 years of service, subject to a 75% maximum benefit multiplier. However, if such member has more than 20 years of credited service when the pension changes take effect, the 3% benefit multiplier will apply to all years of credited service earned before the pension changes take effect, and the benefit multiplier will be 2.0% for credited service earned after the pension changes take effect, up to the 75% maximum benefit multiplier. All members, including members who have reached normal retirement eligibility and members who have at least 16 years of actual service with the city and 62 points on the effective date, shall pay the additional 5% member contribution provided in Section 4 for credited service on and after the effective date.

#### **Section 7.**

Bargaining unit members who are employed, not participating in the DROP, and do not have at least 16 years of actual service with the city and 62 points on the effective date, shall be eligible for a retirement benefit in two parts: (1) the frozen accrued benefit based on the member's credited service and the Plan provisions in effect on the day before the effective date, payable upon separation from City employment on or after the normal retirement date in effect on the day before the effective date; and (2) the accrued benefit based on credited service and the Plan provisions in effect on and after the effective date, payable upon separation from City employment on or after age 62 with 20 or more years of credited service.

#### **Section 8.**

Bargaining unit employees hired on or after April 1, 2012 shall participate in a section 401(a) defined contribution plan, as provided in Resolution No. 2012-42. Such employees shall not be eligible to participate in the Employees General Retirement System.

## **Section 9**

Section 70-237 concerning reemployment of retired employees shall be revised to provide for reemployment of retired public safety communications officers, building, zoning and fire safety inspectors, and plans examiners after a 6 month separation from city employment, without affecting the employee's retirement benefits. Such reemployed employees shall not be eligible to participate in a city sponsored retirement plan other than a deferred compensation plan funded entirely with voluntary employee contributions.

**ARTICLE 44**  
**TOTAL AGREEMENT**

**Section 1.**

This Agreement, upon ratification by both parties, constitutes the complete and entire Agreement between the parties, and concludes mandatory collective bargaining for its terms, except as provided herein.

**Section 2.**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

**Section 3.**

Either party upon written notice to the other, may request that negotiations be reopened, at any time, concerning a particular article(s) of the Agreement or addition(s) to the Agreement. Said written notice shall state the reason(s) for reopening and shall not affect the remainder of the Agreement. The party receiving notice shall have the right of refusal with no consequence to this Agreement.

**Section 4.**

If, after a reasonable period of negotiations concerning a reopened item, an agreement cannot be reached between the City and the Union, the item shall be closed.

**ARTICLE 45**  
**PARENTAL LEAVE**

Parental leave for a period of up to nine (9) months of combined approved leave and leave without pay shall be available to all Bargaining Unit members, without loss of seniority. Upon return to active duty, all employees having utilized the parental leave shall be considered as having been continuously employed for the period of said leave. If the full nine (9) months are taken at least three (3) months must be leave without pay.

An employee who returns from parental leave shall have the right to return to the same area of assignment from which said employee went on parental leave. This right shall not include, however reassignments made as an accommodation to an employee for the purpose of retaining the employee in a work status for a longer period of time. An employee who replaces another employee on parental leave may also be returned to his or her prior area of assignment.

## **ARTICLE 46**

### **DRUG AND ALCOHOL TESTING**

#### **Section 1.**

The City and Union recognize that employee substance and alcohol abuse may have an adverse impact on City Government, the Department's operations, the image of City employees, and the general health, welfare and safety of the employees and the general public at large. Therefore, the parties agree that the City shall have the right and authority to require employees to submit to toxicology and alcohol testing designed to detect the presence of any controlled substance, narcotic drug or alcohol, as follows (the testing procedures set forth in Subsection C of this Section 1 shall apply to all testing done under this Article):

A. Following any on-duty accident where the employee is operating a vehicle or equipment (mechanical equipment or power tools).

B. Where the employee's immediate supervisor and another supervisor have a reasonable belief that the employee is under the influence of such substances or suffers from substance or alcohol abuse, and that such abuse is on the job or the effects of the substance abuse spill over to the job and interfere with the employee's ability to perform his job or constitute serious consequences to the general public. It is also understood by the parties that the aforementioned authority to require an employee to submit to such testing is based on a recommendation made by the employee's immediate supervisor, which must also be approved, by the Department/Division Head, or their designee within the Department/Division.

C. Random Substance Screening.

1. Effective upon ratification, during each calendar year the City will send bargaining unit employees for substance screenings conducted on a computer-generated random basis at the City's expense.

2. Bargaining unit members selected for random substance screening shall report to a collection site as chosen by the City. The collection site shall include sufficient safeguards to ensure that proper chain of custody procedures are enforced.

3. The following drugs or classes of drugs and cut off concentration levels shall be applicable for determining whether specimens are negative or positive for the initial or confirmatory test. A positive result shall be a concentration in excess of those listed below:

Type of Drug	Initial Test Level (ng/ml)	GCMS Level (ng/ml)
Amphetamine	1000 ng/ml	500 ng/ml
Barbituates	300 ng/ml	150 ng/ml
Benzodiazepines	300 ng/ml	150 ng/ml
Cocaine metabolites	300 ng/ml	150 ng/ml
Marijuana metabolites	50 ng/ml	15 ng/ml
Methadone	300 ng/ml	150 ng/ml
Methaqualone	300 ng/ml	150 ng/ml
Methylenedioxyamphetamine Analogues (MDA)	500 ng/ml	250 ng/ml
Opiates	2000 ng/ml	2000 ng/ml
Phencyclidine	25 ng/ml	25 ng/ml
Propoxyphene	300 ng/ml	150 ng/ml

Alcohol concentration levels shall not exceed the applicable levels as determined by Florida Statutes, Section 316.193, as amended.

4. Bargaining unit members shall give a breath, urine, hair, sweat, saliva or blood sample, or combination thereof, as directed by management, at a collection site chosen by the City. During said test, the bargaining unit member shall provide sufficient amount of specimen for the laboratory to secure two (2) samples to be tested. Blood samples will be taken only when the



employee, for any reason, does not provide an adequate sample of urine or, in the case of alcohol, breath, or in other atypical circumstances, as determined by management.

5. Bargaining unit members may, upon request, have an AFSCME representative present during the testing procedure, provided that the test will not be postponed for more than thirty (30) minutes to wait for an AFSCME representative to be present. The City will advise the AFSCME President or designee by telephone of the pending test, but in no instance will the thirty (30) minute waiting rule be waived or will the bargaining unit member taking the test have more than one representative present.

6. If a bargaining unit member refuses to cooperate during the collection process by failing to complete the required paperwork, refusing to provide a specimen or otherwise attempts to adulterate or substitute a sample, such employee will be treated as having tested positive.

7. The City shall verify all initial positive test results by a second test known as Gas Chromatography/Mass Spectrometry (GC/MS) or other industry standard method.

8. The Department head shall notify the bargaining unit member to report to the Human Resources Department to be informed by the Human Resources Director of the verified positive test results. The Union will be provided with a copy of the test results, provided the Bargaining Unit Member has executed a consent form.

9. If the bargaining unit member so requests, such member shall be given a copy of the test results after the City has received it. The results of such test shall be confidential and are not to be made public unless required by law.

10. A bargaining unit member who receives a verified positive result may contest or explain the results to the City, by notifying the Human Resources Department, within twenty-four hours after receiving notification of the positive test result. This includes the right of the bargaining unit member to challenge the results of the laboratory. In this case, it is the responsibility of the bargaining unit member to inform the laboratory of this action and to give directions for the disposition of a sample of the disputed specimen to a certified lab for retesting. To facilitate the testing of a disputed specimen, all positive specimens will be retained by the laboratory in long-term frozen storage for a minimum of 180 days. The bargaining unit member shall pay for the cost of the retest if the retest shows a verified positive result. The City shall pay the cost of the retest if the retest shows a verified negative result. Chain of custody procedures must be followed in transferring a portion of the sample to the second laboratory.

11. All chemical tests shall be conducted as soon as practical, preferably the same day.

12. Any positive test for a controlled substance, which is confirmed by Gas Chromatography/Mass Spectrometry (GCMS), or better testing through random substance screening or through reasonable belief shall result in termination by the Mayor within his authority. However, if an employee has a positive test, but has no prior conduct indicating substance abuse, the employee may be placed under a six (6) months supervision agreement with additional testing commencing upon successful completion of a City-approved rehabilitation program. Testing during this supervision period will be at the discretion of the City. Failure to successfully complete the rehabilitation program or a subsequent positive drug/alcohol test may be sufficient grounds for termination.

13. All tests shall be analyzed in medical laboratories selected by mutual agreement of the parties; such agreement shall not be unreasonably withheld.

#### **Section 2.**

It is agreed that the test conducted under this Article shall be administered in a purely employment context only as part of the City's legitimate inquiry into the use of any controlled substance, narcotic drug, or alcohol by its employees.

#### **Section 3.**

Nothing in this Article shall be construed to constitute a waiver of the bargaining rights of the Union with regard to any future changes to the existing City Code, City Personnel Rules and Department Rules and Regulations as they relate to disciplinary action against employees as a result of toxicology and alcohol use or abuse.

#### **Section 4.**

In the event an employee challenges the existence of a "reasonable belief" as described in Section 1.B, an arbitrator shall first determine whether in fact, prior to the time it administered the test, the City had a "reasonable belief" and such issue shall be resolved prior to the disclosure of the test results to the arbitrator or disclosure to the arbitrator that the employee has been disciplined.

In the event the arbitrator determines that the City did not have a "reasonable belief" to administer the test, the City shall not be entitled to use the test results or evidence to sustain or support the discipline of an employee. In the event that the City did have a "reasonable belief" as set forth in Section 1.B, then the City may, subject to other objections, introduce the test results or

evidence to support or sustain the discipline of an employee. The employee may grieve the issue of "reasonable belief" in the same grievance relating to the resulting discipline.

**Section 5.**

In the event Federal or State law requires testing of employees over and above what is outlined in the Article, the parties agree to abide by same.

**ARTICLE 47**  
**NOTES TO THE PAY PLAN**

**Section 1.**

Only full-time bargaining unit members shall receive increases to base pay as follows: For Fiscal Year 2017-2018 of two percent (2%), effective on the first payroll cycle in October 2017. For Fiscal Year 2018-2019, there shall be no across the board increase to base pay. For Fiscal Year 2019-2020, there will be an increase to base pay of 3% (three percent), effective on the first payroll cycle in October 2019. Note that all employees will be paid no less than the Florida or Federal minimum wage laws, whichever is higher.

B. MERIT STEPS – Salary increments for recognizing acceptable service within established ranges (“Merit Steps”) are provided in the pay plan. Employees shall be awarded a one-Step increase, not to exceed the maximum rate, on the first day of the first full pay period following completion of probation and, thereafter, on the anniversary of the employee’s certification (i.e., completion of probation) to his or her current classification. Merit Step increases shall be awarded on the basis of acceptable service, as determined by management. The determination of Merit Steps will not include service time accrued between July 13, 2010, and June 30, 2014.

The time period between Merit Steps 13 and 14 is one year.

C. Effective July 1, 2014, Merit Steps and the Fifteenth Anniversary Longevity Pay shall be reinstated. When Merit Step increases and Fifteenth Anniversary Longevity Pay raises resume on July 1, 2014, such increases and raises shall be based on the starting point of the bargaining unit member’s status as of July 12, 2010. Accordingly, the time period of suspension (July 13, 2010 through June 30, 2014), shall not be included in the calculation of Merit Step increases and Special Longevity Pay raises.

**Section 2. Longevity Pay.**

Employees hired on or before December 12, 2000, shall receive a Longevity Pay increase in pay of fifteen dollars (\$15.00) biweekly upon their completion of five (5) years of continuous service. Such employees also shall receive a Longevity Pay increase in pay in accordance with the following schedule, commencing on the next October 1 that is at least six (6) months after the fifth anniversary of their Civil Service employment and on each October 1 thereafter so long as

they remain continuously employed. Longevity Pay is cumulative, but shall not exceed one hundred fifty dollars (\$150.00) biweekly.

5th through 9th year of continuous service	\$3.00 biweekly
10th through 14th year of continuous service	\$4.00 biweekly
15th through 19th year of continuous service	\$4.50 biweekly
20th through 30th year of continuous service	\$5.00 biweekly

Employees hired after December 12, 2000, shall receive a Longevity Pay increase in pay of fifteen dollars (\$15.00) biweekly upon their completion of nine (9) years of continuous service. Such employees also shall receive a Longevity Pay increase in pay in accordance with the following schedule, commencing on the next October 1 that is at least six (6) months after the fifth anniversary of their Civil Service employment and on each October 1 thereafter so long as they remain continuously employed. Longevity Pay is cumulative, but shall not exceed one hundred fifty dollars (\$150.00) biweekly.

10th through 14th year of continuous service	\$4.00 biweekly
15th through 19th year of continuous service	\$4.50 biweekly
20th through 30th year of continuous service	\$5.00 biweekly

A onetime Special Longevity Pay increase equivalent to three percent (3%) of base pay shall be given to full-time employees upon their completion of fifteen (15) years of continuous Civil Service employment.

The determination of any Longevity Pay increase shall not include service time accrued between July 13, 2010, and June 30, 2014.

### **Section 3. – Hire Step**

At the City's discretion, the initial placement of an employee may be as follows in the appropriate range: one (1) to five (5) years of experience – up to Step 5. Five (5) to ten (10) years of experience – up to Step 10. Ten (10) to fifteen (15) or more years of experience – up to Step 14.

### **Section 4. – Administration Pay**

A. A City-wide Department/Division Head may designate an individual, who serves as the Department/Division Head's secretary, in their Department/Division to receive an increase of five percent (5%) over and above their base salary for the performance of administrative duties, subject to approval by the Mayor. Any employee receiving administrative pay will cease to

receive such pay when the employee is no longer performing the administrative duties for the Department/Division Head.

- B. When a classification requires additional knowledge and skills, the classification pay range may be increased one time up to two ranges, at the discretion of administration.

**\*\* See Appendix “A” for Pay Scales \*\***

## **ARTICLE 48**

### **PART TIME EMPLOYEES**

#### **Section 1. Definition**

Part Time employees shall mean those employees working thirty (30) hours or less in positions intended to last in excess of nine months or that actually last in excess of nine (9) months. Part Time employees shall not be entitled to any of the benefits or provisions provided for in this Article until they have been continuously employed by the City for a full year, with the exception of the pay plan attached as Article 47.

#### **Section 2**

Part Time employees scheduled less than 22 1/2 hours per week shall receive no benefits other than Article 14, Grievance Procedure and Article 39, Prevailing Benefits.

#### **Section 3.**

Part Time employees scheduled who work in excess of an average of 29 hours a week shall be entitled to hospital and medical benefits under Article 38 with the exclusion of Life Insurance and the Alcohol and Drug Provision.

Any part-time employee who was hired on or after April 1, 2012, is not entitled to any insurance benefit upon separation from the City. Any part-time employee hired before April 1, 2012, who is currently eligible for retirement, may continue City health insurance benefits, upon retirement, but will be responsible for the full cost of coverage.

#### **Section 4.**

Part Time employees shall be entitled to vacation under the following schedule based upon their weekly hours:

1 - 7 years	1 week
8 - 14 years	2 weeks
15 or more years	3 weeks

(i.e., the calculation of the amount of vacation time to be paid shall be done in the following manner: Effective January 1, 1991, and annually thereafter, the amount of time that the employee worked during the previous year will be added up and divided by 52 and rounded to the nearest 1/4 hour to determine the amount of vacation time to be paid. Any employee working more than 850 (up to a maximum of 1,950 hours) will have those hours divided by 52 and awarded that

number of hours for each week of vacation time earned. For purposes of calculating the number of hours worked, vacation hours will be included in the number of hours worked.)

#### **Section 5.**

Part Time employees working 22 1/2 hours to 30 hours weekly shall not receive any benefits or protections, other than those set forth in Article 14, Grievance Procedure, Article 39, Prevailing Benefits, or as specifically contained in this Article.

#### **Section 6. Overtime**

A. No overtime shall be awarded to Part Time employees except that the City is not required to interrupt a particular route, game or function and substitute a Full Time employee for Part Time employee who has commenced the route, game or function during his regular scheduled hours and is required to work over-time to complete same.

B. Employee will have a choice of receiving overtime or compensatory time in accordance with Article 36 upon exceeding 40 hours per week.

#### **Section 7. Part Time Sanitation Collectors**

A. Will work a normal scheduled week of 30 hours.

B. Will be on the incentive plan to the same extent and under the same terms of Full Time employees, with the exception of the difference in hours between a Part Time employee (30 hours) and a Full Time employee (37 1/2 hours).

C. The hourly pay of Part Time employees in Solid Waste will be recalculated based on the current 34 hours of pay, and paid over 30 hours without any loss of pay.

#### **Section 8. Lay Offs**

Part-time employees within a classification in a department shall ordinarily be laid off before full-time employees are laid off. However, to meet the needs of the City and/or a particular department, the City may override this provision and retain a part-time employee rather than a full-time employee if, in the sole opinion of the City, the part-time employee is better qualified or his/her retention is in the best interest of the City and/or department. The City will articulate its rationale to the Union before the layoff occurs.

If a grievance arises out of Section 8 of this Article, the grievant will not be entitled to back pay. For purposes of Section 8 grievance herein, the grievance shall commence at the arbitration step of the grievance procedure.

#### **Section 9. – Pay Plan**



There shall be no salary increases during Fiscal Year 2009/2010.

Merit Steps increases for part-time employees shall be reinstated effective July 1, 2014. When Merit Step increase resumes on July 1, 2014, such increase shall be based on the starting point of the bargaining unit member's status as of July 12, 2010. Accordingly, the time period of suspension (July 13, 2010 through June 30, 2014) shall not be included in the calculation of Merit Step increases.

Note that all employees will be paid no less than the Florida or Federal minimum wage laws, whichever is higher.

**Section 10.**

Part Time employees performing work on any of the holidays set forth in Article 35, Section 1, with the exception of the employee's birthday or personal sick leave, shall be paid time and one-half of their straight hourly rate for each hour worked.

**ARTICLE 49**  
**HEART BILL**

The City of Hialeah agrees to implement a Heart Disability Provision to be known as 70-67 G.E.H. (General Employees Heart). The intent of this provision is to provide the benefits, as detailed herein, to employees covered by this Agreement, who suffer a condition of impairment as defined herein.

**Section 1.**

1. Scope of Provision 70-67 G.E.H

A. Any condition or impairment of health of any Employee caused by Tuberculosis, Hypertension, Heart Disease or Hardening of the Arteries, resulting in total or partial disability or death, shall be presumed to be accidental and suffered in line of duty unless the contrary be shown by competent evidence.

B. Any condition or impairment of health as stated in "a" above caused directly or approximately by exposure, which exposure occurred in the act or performance of duty at some definite time or place without willful negligence on the part of the employee, resulting in total or partial disability, shall be presumed to be accidental and suffered in the line of duty, provided that such employee shall have successfully passed a physical examination upon entering such service, which physical examination, including electrocardiogram, failed to reveal any evidence of such condition, and further, that such presumption shall not apply to benefits payable under or granted in a policy of life insurance or disability insurance. This section shall be applicable to employees only with reference to pension and retirement benefits with the City.

2. 70-67 G.E.H. shall not extend or otherwise affect Chapter 440, Florida Statutes, pertaining to Worker's Compensation. However, benefits pursuant to this provision, shall be offset by any Workers' Compensation benefits, as well as any normal or disability retirement benefits.

3. Recipients eligible for 70-67 G.E.H. benefits shall be entitled to all the benefits and subject to all the restrictions normally associated with Section 70-67 long-term disability (i.e., health insurance, discontinuance of accumulation of sick leave, etc.), but shall receive benefits determined in accordance with 70-67 G.E.H. provisions.

## **Section 2. 70-67 G.E.H. Eligibility**

1. Minimum of ten (10) years full time service as an employee of the City of Hialeah.
2. An otherwise eligible employee, who experiences an injury resulting from an on-duty incident which is ultimately determined to be covered by Worker's Compensation, would not require ten (10) years of service to vest in the 70-67 G.E.H. benefit, but would instead, be entitled to receive normal 70-66/70-67 benefits.
3. An individual eligible to receive 70-67 G.E.H. benefits would not be entitled to receive Section 70-66 or Section 70-67 benefits.
4. The following shall be utilized for the determination as to whether or not an individual qualifies for Article 49, Heart Disability Provision Benefits:

### **Step 1.**

The individual, at his/her cost, shall go to a physician of his/her choice to have his/her personal physician determine whether or not he/she is disabled, as outlined in Article 49, Heart Bill.

### **Step 2.**

Within thirty (30) days of the determination of Step 1, if the applicant's personal physician has found him/her to be disabled, within the guidelines of Article 49, said individual shall petition the City of Hialeah Human Resources Director, for consideration of Article 49, Heart Bill, by placing his/her request in writing and submitting it to the Department of Human Resources.

### **Step 3.**

Upon receipt of the request for consideration under Article 49 and the supporting letter from the personal physician indicating the individual to be disabled, the City of Hialeah shall select a doctor of its choice to examine the applicant.

### **Step 4.**

The City shall provide the City physician a copy of Article 49, a copy of the job description and a brief outline of light duty jobs for which the individual may be considered. The City of Hialeah shall ask the physician to determine:

- (a) whether or not the individual is fit for regular duty;
- (b) whether or not the individual is fit for partial disability as outlined in Article 49; or
- (c) whether or not the individual should be considered totally disabled and receive the benefit as outlined in Article 49.

**Step 5.**

If the City's physician finds the individual eligible for partial disability or regular duty, the City shall submit the doctor's findings to the employee's physician for reconsideration.

**Step 6.**

If the employee's physician, after reexamination and conferring with the City's physician, finds the individual fit for regular duty or for partial disability, the City shall then place the individual in the appropriate position.

**Step 7.**

If the employee's physician still feels the individual to be totally disabled and not eligible for partial or regular duty after reviewing the findings of the City's physician, the two doctors shall select a third doctor to review the findings of the other two doctors and to exam the applicant for his/her determination as to whether or not the individual is physically fit for; (a) regular duty; (b) partial disability; or (c) total disability. The cost of the third doctor shall be a shared cost between the City of Hialeah and the applicant.

**Step 8.**

If it becomes necessary to select a third doctor, the finding of the third doctor shall be binding upon both parties with the individual being placed either into the appropriate position or placed out on total disability. The third physician will be provided with a copy of the job description, along with a brief outline of light duty jobs available, which was submitted under Step 4 to the City's physician. The third doctor shall then make a determination as to: (a) whether or not the employee is fit for regular duty; (b) partial disability; or (c) total disability.

**Section 3. Effect of Total Disability**

**Step 1.**

If an eligible employee is totally disabled, but eligible for normal retirement, the employee must apply for disability retirement within thirty (30) days of the decisive medical decision. The employee would receive a disability retirement percentage based on the City's retirement program.

**Step 2**

An employee determined to be eligible for 70-67 G.E.H. benefits shall receive as said 7067 G.E.H. benefits, a percentage of the employee's gross salary at the time of injury or medical determination of total disability whichever occurs first, based on the following schedule:

**YEARS OF SERVICE****PERCENTAGE OF GROSS PAY**

10 - 14 years	65%
15 - 19 years	70%
20 years and over	75%

**Section 4. Effect of Partial Disability**

If an eligible employee is able to return to light duty, the City within medical limitations would be permitted to employ the employee anywhere within the employee's department/division in a job commensurate with their position. With the mutual consent of the employee and the City, the employee may be placed in a position anywhere within the City service. The employee shall be paid commensurate with the employee's classification and the employee shall not lose bargaining status.

**ARTICLE 50****SEPARATION PAY**

Limitations on separation pay at time of retirement:

- A. Those employees with less than \$25,000 will be paid in full the first year.
- B. Those employees with \$25,000 to \$50,000 will be paid \$25,000 the first year, and the remaining in the second year.
- C. Those employees with greater than \$50,000 will be paid \$25,000 the first year, \$25,000 the second year and the balance the third year.
- D. Those employees being paid out in multi-years will receive interest on their remaining monies equal to the interest received by the City on its funds, i.e., time weight average based on Federal Funds, documented by financial statements.
- E. If the employee dies before retirement or before receiving all of their separation pay, the City shall pay the balance in full immediately upon request to the designated beneficiary, or if there is none, to the person's estate.

**ARTICLE 51**

## **PERSONNEL BOARD**

### **Section 1.**

The City Council agrees to accept names of qualified candidates for consideration for appointment to the Personnel Board. The Union may submit a list of three (3) names to the City Council for one appointment.

### **Section 2.**

If the names submitted to the City Council are unacceptable to a majority of the Council, the Union shall be required to submit new names by the next regularly scheduled City Council meeting.

### **Section 3.**

If the Union fails to submit names as required within thirty (30) days from the date a vacancy occurs, then the City Council may appoint a member from names of qualified candidates. **Section 4.**

If a board member does not complete their full term, the Union shall resubmit names for consideration for appointment for the remainder of said term.

## **ARTICLE 52**

### **SOLID WASTE DIVISION**

The City will determine the number of employees that will be regularly utilized by the City for the program. The total number of employees required to staff all the program will be the minimum number of Civil Service slots that are to be filled with the Civil Service personnel. Nothing herein is intended to impose or restrict the City's power to set the number of routes and/or the number of employees regularly employed on each route or administer this program including determining the number or classification of employees to be employed in the program.

The City has contracted to a private vendor the collection of garbage, bulky waste and yard waste. The City retains its right to make further adjustments to the program including but not limited to the contracting of recycling materials as it sees fit.

1. The City may use two crews (back-up crews) to supplement services on a rotating basis.

2. The backup crews shall stay until released by the Department of Public Works Director or his/her designee, pending confirmation from inspectors that all services are complete.
3. Crew members may be allowed to leave when their respective assignments are complete. Truck drivers may be asked to proceed to the landfill or transfer station.
4. Any employees working overtime shall be paid only after an employee works more than 37 1/2 hours of actual work in a workweek.

City recycling crews shall bid by sections annually, so that the bids for routes/sections take effect February 1<sup>st</sup> of each year, as needed. In the event of further adjustment are made to the program by the City, and City recycling crews are no longer the bid requirement is null and void.

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## **ARTICLE 53**

### **TARDINESS POLICY**

1. All employees are expected to report to work and return from breaks/lunches on time.
2. Where an employee is tardy, five (5) minutes or more, they shall provide a written explanation that the supervisor shall review and determine whether it is acceptable or unacceptable. Where the tardiness is due to an unacceptable reason, discipline shall be imposed in accordance with the violation schedule stated below and the employee will be deducted fifteen (15) minutes leave without pay, unless the tardiness exceeds fifteen (15) minutes, in which case the employee will be docked the entire tardiness period.

### **VIOLATIONS OF THE TARDINESS POLICY (TARDINESS UNDER THIS SECTION) SHALL RESULT IN THE FOLLOWING:**

**THIRD TARDY  
IN A CALENDAR YEAR:**

Written notice to employee reminding them of the tardiness policy.

**FIFTH TARDY  
IN A CALENDAR YEAR:**

Written reprimand and written notice indicating that the sixth (6<sup>th</sup>) tardiness will

result in the employee being subject to a suspension of three (3) days leave without pay.

**SIXTH TARDY  
IN A CALENDAR YEAR:**

Suspension of three (3) days leave without pay and written notice indicating that the seventh (7<sup>th</sup>) tardiness will result in the employee being subject to dismissal.

**SEVENTH TARDY  
IN A CALENDAR YEAR:**

Subject to dismissal.

3. Where an employee is tardy less than five (5) minutes, they shall provide a written explanation for supervisory review. Less than five (5) minutes tardiness, may also result in corrective action, where necessary, and reflected in the annual evaluation (i.e., counseling, warnings).

4. All employees are reminded that entries on sign-in sheets must be accurate, and any false statements shall be grounds for discipline, up to and including dismissal, in accordance with the Civil Service Rules and Regulations. Management shall determine the method by which employees' time is recorded.

**ARTICLE 54**

**Reserved**

[Intentionally left blank.]

**ARTICLE 55**

**EMERGENCY OPERATIONS**

In the event of an emergency, as determined by the Mayor or his designee, employee(s) failing to report for work, without a reasonable excuse, will be subject to disciplinary action.

**ARTICLE 56**

**UNIFORM POLICY**

**Section 1 - Uniforms**

Employees in uniformed areas will be issued uniforms as follows:



Initial distribution – five (four in Solid Waste). Individual uniforms will be replaced upon return of the old uniforms, when the old uniforms warrant replacement, as determined by management.

**Section 2 – Safety Shoe Allowance**

The City will reimburse in an amount not to exceed \$75.00 each fiscal year to purchase/replace safety shoes for the following employees working in the listed departments:

<b><u>Water &amp; Sewers</u></b>
Heavy Equipment Operator
Lift Station Mechanic
Mechanic II Meter Reader Senior Meter Reader Service Worker Utilityman Utility Electronic/Electrician Tech
Water & Sewers Foreman
Water & Sewers Journeyman Apprentice
Water & Sewers Journeyman
Water & Sewers Supervisor

<b><u>Construction &amp; Maintenance</u></b>
A/C Mechanic Assistant Construction Crew Foreman Construction Supervisor I
Construction Supervisor II
Electrician
Electrician Apprentice
Electrician Supervisor Plumber Plumber Apprentice Service Worker

Skill Craftsman Skill Craftsman Apprentice
Small Appliance Apprentice & Air Conditioning Assistant Mechanic
Stockroom Clerk Truck Driver Utilityman
<b><u>Streets &amp; Stormwater</u></b> Heavy Equipment Operator
Roadway Construction Supervisor
Service Worker
Service Worker (P/T)
Spray Technician Stormwater Utility Technician Streets Construction Foreman Streets Engineer Streets Inspector Streets Journeyman
Truck Driver

Utilityman

### **Fleet Maintenance**

Automotive Parts Counter Person

Automotive Supervisor I

Equipment Service Worker

Hydraulic Technician

Mechanic I & II

Service Worker

Service Worker (P/T)

Stockroom Clerk
Tire Repair Person
Truck Driver
Utilityman Utilityman (P/T)
Welder
<b><u>Solid Waste</u></b>
Equipment Operator
Heavy Equipment Operator
Sanitation Collector
Sanitation Collector (P/T)
Sanitation Inspector Service Worker
Service Worker (P/T)
Solid Waste Supervisor
Truck Driver
Utilityman
Utilityman (P/T)

<b><u>Purchasing Division</u></b>
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**Parks & Recreation**

Parks & Recreation Journeyman

Service Worker

Service Worker (P/T)

Truck Driver

Utilityman

Utilityman (P/T)

Maintenance Worker
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<b><u>Telecommunications Division</u></b>
Electronics Technician
Journeyman
Service Worker Utilityman
<b>Fire Department</b>
Fire Inspector Fire Plans Examiner

<b><u>Building Department</u></b>
Building Inspector
Electrical Inspector
Mechanical Inspector Plumbing Inspector

The above listed employees are required to purchase and wear appropriate safety shoes according to specific department specifications. To be eligible, employees must have completed their initial probationary period. Reimbursement will be made upon proof of purchase of the proper safety shoes. Replacement of lost, destroyed, or damaged safety shoes within the fiscal year will be at the expense of the employee. A reasonable length of time shall be allowed for the listed employees to acquire the necessary safety shoes. The Department Head shall provide employees with information necessary to ensure that the safety shoes meet the Department's specification.

## ARTICLE 57

### **DIRECT DEPOSIT**

The City agrees to offer direct deposit of employees' paychecks. There will be one opportunity annually to sign-up or withdraw from the direct deposit program. Money will be wired transferred no later than 3:00 p.m., on Friday of the pay week.

Deferred Compensation payments will be transmitted by wire transfer on the Monday following payday, as soon as arrangements can be made with the financial institution.

## **ARTICLE 58**

Reserved

(Intentionally Left Blank)

## **ARTICLE 59**

### **REIMBURSEMENT**

Any Public Safety Communications Officer, Police Dispatcher, Fire Communications Dispatcher, or I.D. Technician I, who receives outside training at the City's direction and who resigns without a reason deemed acceptable in the sole discretion of the Mayor, or is terminated within three (3) years after their training is completed, will be responsible to reimburse the City in the amount of \$700.00, for the costs associated with their training.

The City reserves the right to withhold up to and including \$700.00 from any funds that the employee would be entitled to receive from their accumulated time banks, or their annuity savings fund, upon separation and apply the withheld funds to satisfy this reimbursement provision.

**SIGNATURE PAGE**  
**FOR THE**  
**COLLECTIVE BARGAINING AGREEMENT**  
**BETWEEN THE CITY OF HIALEAH, FLORIDA, AND AFSCME, LOCAL 161,**  
**EXECUTED ON THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2014.**

ON BEHALF OF THE CITY:

ON BEHALF OF THE UNION:

\_\_\_\_\_  
Carlos Hernandez                      Date  
Mayor

\_\_\_\_\_  
David Alonso                      Date  
President

Attest:

\_\_\_\_\_  
Marbelys Fatjo                      Date  
Acting City Clerk

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Lorena E. Bravo                      Date  
City Attorney

## APPENDIX “A”

